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**SOLICITATION, OFFER AND AWARD**

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING

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2. CONTRACT NUMBER

3. SOLICITATION NUMBER  
HSCEDM-09-R-00008

4. TYPE OF SOLICITATION  
 SEALED BID (IFB)  
 NEGOTIATED (RFP)

5. DATE ISSUED  
02/02/2009

6. REQUISITION/PURCHASE NUMBER

7. ISSUED BY CODE ICE/DM/DC-LAGUNA

ICE/Detent Mngt/Detent Contract-LAG  
Immigration & Customs Enforcement  
OAQ Detention Management Laguna  
24000 Avila Road, Room 3104  
Laguna Niguel CA 92677

8. ADDRESS OFFER TO (If other than Item 7)

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 8 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in see Section L.8.1 until 12:00 P.M. (PST) local time 03/09/2009  
(Hour) (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
	ALAN BARCLAY	AREA CODE 949	NUMBER 425-7045	EXT.	Alan.Barclay@dhs.gov

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	8	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	76
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	51	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	52	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	77
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<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	54	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	86
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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.	<input type="checkbox"/>		

**AWARD (To be completed by government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) Bobbie Wright	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Previous edition is unusable

**CONTINUATION SHEET**

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>FOB: Destination</p> <p>BASE PERIOD:</p> <p>The Period of Performance shall commence upon the start date specified in the Notice to Proceed and continue for a period of one year.</p>				
0001	<p>DETENTION &amp; FOOD SERVICES:</p> <p>Estimated 450 bed capacity at the El Centro Service Processing Center.</p> <p>The Government's minimum quantity to be ordered via task order under the Base Period is 225 beds per day multiplied by 365 days, i.e. 225 x 365 days = 82,125 DA. The Government's maximum quantity during the Base Period is 164,250 DA.</p> <p>This is a fully burdened bed day rate. Unit of issue DA is equivalent to bed day.</p>	164250	DA		
0002	<p>TRANSPORTATION SERVICE:</p>				
0002A	<p>Estimated Transportation Services - Fully Burdened Labor Hours</p>	150000	HR		
0002B	<p>Mileage Rate (40-48 Passenger Vehicles)</p> <p>This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile.</p>	202500	DH		
0002C	<p>Mileage Rate (less than 40 Passenger Vehicles)</p> <p>This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile.</p>	247500	DH		
0002D	<p>Estimated Travel Cost inclusive of Lodging and Meals &amp; Incidental Expenses (MI&amp;E)for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Unit of Issue LO is equivalent to Lot. Continued ...</p>	1	LO		

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0003	<p>Detainee Volunteer Wages for the Detainee Work Program at \$1.00 per day per detainee. Unit of Issue DA is equivalent to Day.</p> <p>OPTION PERIOD ONE:</p> <p>The Period of Performance shall commence upon the expiration of the base period and extend for a period of one year.</p>	78000	DA		
1001	<p>DETENTION &amp; FOOD SERVICES</p> <p>Estimated 450 bed capacity at the El Centro Service Processing Center</p> <p>The Government's minimum quantity to be ordered via task order under the First Option Period is 225 beds per day multiplied by 365 days, i.e. 225 x 365 days = 82,125 DA. The Government's maximum quantity during the First Option Period is 164,250 DA.</p> <p>This is a fully burdened bed day rate. Unit of issue DA is equivalent to bed day.</p>	164250	DA		
1002	TRANSPORTATION SERVICE:				
1002A	Estimated Transportation Services - Fully Burdened Labor Hours	150000	HR		
1002B	<p>Mileage Rate (40-48 Passenger Vehicles)</p> <p>This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile.</p>	202500	DH		
1002C	<p>Mileage Rate (less than 40 Passenger Vehicles)</p> <p>This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile.</p> <p>Continued ...</p>	247500	DH		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002D	Estimated Travel Cost inclusive of Lodging and Meals & Incidental Expenses (MI&E)for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Unit of Issue LO is equivalent to Lot.	1	LO		
1003	<p>Detainee Volunteer Wages for the Detainee Work Program at \$1.00 per day per detainee. Unit of Issue DA is equivalent to Day.</p> <p>OPTION PERIOD TWO:</p> <p>The Period of Performance shall commence upon the expiration of Option Period One and extend for a period of one year.</p>	78000	DA		
2001	<p>DETENTION &amp; FOOD SERVICES</p> <p>Estimated 450 bed capacity at the El Centro Service Processing Center</p> <p>The Government's minimum quantity to be ordered via task ordered under the Second Option Period is 225 beds per day multiplied by 365 days, i.e. 225 x 365 days = 82,125 DA. The Government's maximum quantity during the Second Option Period is 164,250 DA.</p> <p>This is a fully burdened bed day rate. Unit of issue DA is equivalent to bed day.</p>	164250	DA		
2002	TRANSPORTATION SERVICE:		HR		
2002A	Estimated Transportation Services - Fully Burdened Labor Hours	150000	HR		
2002B	<p>Mileage Rate (40-48 Passenger Vehicles)</p> <p>This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile. Continued ...</p>	202500	DH		

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2002C	Mileage Rate (less than 40 Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile.	247500	DH		
2002D	Estimated Travel Cost inclusive of Lodging and Meals & Incidental Expenses (MI&E)for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Unit of Issue LO is equivalent to Lot.	1	LO		
2003	Detainee Volunteer Wages for the Detainee Work Program at \$1.00 per day per detainee. Unit of Issue DA is equivalent to Day.  OPTION PERIOD THREE:  The Period of Performance shall commence upon the expiration of Option Period Two and extend for a period of one year.	78000	DA		
3001	DETENTION & FOOD SERVICES  Estimated 450 bed capacity at the El Centro Service Processing Center  The Government's minimum quantity to be ordered via task order under the Third Option Period is 225 beds per day multiplied by 365 days, i.e. 225 x 365 days = 82,125 DA. The Government's maximum quantity during the Third Option Period is 164,250 DA.  This is a fully burdened bed day rate. Unit of issue DA is equivalent to bed day.	164250	DA		
3002	TRANSPORTATION SERVICE:				
3002A	Estimated Transportation Services - Fully Burdened Labor Hours Continued ...	150000	HR		

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3002B	Mileage Rate (40-48 Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile.	202500	DH		
3002C	Mileage Rate (less than 40 Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile.	247500	DH		
3002D	Estimated Travel Cost inclusive of Lodging and Meals & Incidental Expenses (MI&E)for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Unit of Issue LO is equivalent to Lot.	1	LO		
3003	Detainee Volunteer Wages for the Detainee Work Program at \$1.00 per day per detainee. Unit of Issue DA is equivalent to Day.  OPTION PERIOD FOUR:  The Period of Performance shall commence upon the expiration of Option Period Three and extend for a period of one year.	78000	DA		
4001	DETENTION & FOOD SERVICES  Estimated 450 bed capacity at the El Centro Service Processing Center  The Government's minimum quantity to be ordered via task ordered under the Fourth Option Period is 225 beds per day multiplied by 365 days, i.e. 225 x 365 days = 82,125 DA. The Government's maximum quantity during the Fourth Option Period is 164,250 DA.  This is a fully burdened bed day rate. Unit of issue DA is equivalent to bed day.  Continued ...	164250	DA		

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4002	TRANSPORTATION SERVICE:				
4002A	Estimated Transportation Services - Fully Burdened Labor Hours	150000	HR		
4002B	Mileage Rate (40-48 Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile.	202500	DH		
4002C	Mileage Rate (less than 40 Passenger Vehicles) This is a fully burdened rate inclusive of the mileage rate in accordance with GSA Federal Travel Regulation, equipment, maintenance and fuel costs. Estimated quantity per year. Unit of Issue DH is equivalent to Mile.	247500	DH		
4002D	Estimated Travel Cost inclusive of Lodging, Meals & Incidental Expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel. Unit of Issue LO is equivalent to Lot.	1	LO		
4003	Detainee Volunteer Wages for the Detainee Work Program at \$1.00 per day per detainee. Unit of Issue DA is equivalent to Day.	78000	DA		

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## **I. CONTRACT OBJECTIVES**

The objective of this contract is to obtain services for all oversight, management, supervision, and vehicles necessary to provide detention, transportation and food services for the El Centro Service Processing Center (SPC), located at 1115 N. Imperial Avenue, El Centro, CA 92243. The El Centro SPC is a Government Owned and Contractor Operated Facility (GOCO).

### **A.1 U. S. IMMIGRATION AND CUSTOMS ENFORCEMENT GOALS**

The United States Department of Homeland Security (DHS), U.S. Immigration and Customs Enforcement (ICE) is responsible for the detention, food, health, welfare, transportation and deportation of illegal aliens in removal proceedings, and aliens subject to final order of removal from the United States. ICE houses detainees in Service Processing Centers (SPC) and other federal, state, local and private facilities.

### **A.2 PURPOSE**

#### **A. 2.1 ICE DRO Mission**

The mission of the Detention and Removal Operations Program (DRO) is planning, management, and direction of broad programs relating to the supervision, detention and deportation of detainees who are in the United States illegally. These activities are chiefly concerned with the processing and enforcement of departure from the United States of detainees who have entered the country illegally or have become removable after admission.

In implementing its mission, DRO is responsible for carrying out all orders for the securing and departure activities of detainees who are designated in removal proceedings and for arranging for the detention of detainees when such becomes necessary and prescribed by law.

DRO currently maintains and operates various databases used to process cases located by the U.S. Customs and Border Protection, Investigations, Inspections and other law enforcement agencies. The DRO activities are directly reliant upon these activities. Investigative and Border activities locate aliens who are denied entry or further stay in the United States and whose departure must be enforced.

### **A.3 CONTRACT OBJECTIVES – TOP LEVEL**

A.3.1 A fully controlled, secure, safe and supervised facility and its detainees will be achieved, with no detainee escapes and no unauthorized entries.

A.3.2 The staffing of fully trained, knowledgeable and responsive detention officers (armed and unarmed) and support personnel, including managers, who have proper security clearances and efficiently carry out the law enforcement and administrative duties required by the contract, laws and regulations.

A.3.3 The timely acquiring and/or accomplishing of training, certifications, licenses, drug testing, uniforms, equipment, supplies and vehicles necessary to provide the full range of required detention and transportation services seven (7) days a week, twenty-four (24) hours per day throughout the contract period of performance.

### **A.4 SPECIFIC OBJECTIVES**

#### **A.4.1 Facility Security and Control**

The facility is fully guarded and controlled. Access and egress points are fully secured to ensure that no escapes and unauthorized entries occur. Records and reports are maintained and submitted in a timely and accurate manner. Detainee inspections, counts, handling and supervision are carried out in a timely, courteous and, if applicable, force-appropriate manner. Contraband will be secured, controlled, inventoried and timely reported to the COTR or designated ICE official, as prescribed under the applicable contract.

#### **A.4.2 Health, Safety and Emergency**

The facility shall be fully compliant with all applicable health and safety codes and standards. Detainee supervision shall be effective so as to minimize and quickly stop disturbances. Medical services and responses to injuries and illness shall be prompt and provide the proper medical care and attention.

#### **A.4.3 Property, Equipment, Supplies and Information**

Government-owned property, equipment, supplies and information shall be safeguarded, timely inventoried, and

controlled in accordance with applicable procedures. Firearm usage and storage at facilities shall be in accordance with ICE and state standards and licensing requirements. All valuables, whether Government-owned, contractor-owned, detainee-owned, or contraband, will be properly controlled, secured, managed and released or disposed.

#### A.4.4 Contractor Employee Training

The Contractor's employees satisfactorily complete all required trainings on schedule and properly perform their duties during the course of the contract period of performance. The employees' performance, reports, response to situations, and other duties are in accordance with the standards, procedures, and training that apply to the circumstances at hand.

### A.5 PERFORMANCE MEASURES

The following measures are applicable to all Detention and Transportation contracts for detention services at ICE SPCs. Contract may include additional objectives and measures that are relevant and specific to the site for which services are being acquired.

A.5.1 All guard posts must be fully staffed, and patrols and inspections are accomplished in accordance with the contract and applicable standards. No escapes or unauthorized entries shall occur. Records and reports are maintained in an accurate manner and to be submitted on time. Detainee inspections, counts, handling and supervisions are carried out in a timely, courteous and, if applicable, force-appropriate manner.

The contractor's preventive actions, searches and detection processes shall ensure that all contraband is timely seized, controlled and reported to ICE officials. No loss or misplacement of contraband or other controlled items occur.

A.5.2 No health and safety code violations shall occur within the contract period of performance. Emergency safety plans must be complete, effective and in place. Detainee supervision minimizes and stops disturbances within 1 to 3 minutes following occurrences. Responses to injuries and illness are provided and administered immediately in the cases of emergencies, and within one hour in cases of non-emergency situations.

A.5.3 Government-owned property, equipment, supplies and information are safeguarded, inventoried, and controlled, in accordance with applicable contract requirements and procedures. No loss of property by negligence or theft shall occur. Inventory reports of controlled property are submitted on time, and detainee property is accurately logged, secured and returned.

No accidents or violations of firearm usage occur and weapon storage at facilities shall be in accordance with ICE and state standards and licensing requirements. Firearm safety is exercised and no unauthorized use of firearms occurs.

A.5.4 The Contractor's employees satisfactorily complete all required trainings on schedule and properly perform their duties during the course of the contract period of performance. The employees' performance, reports, response to situations, and other duties are in accordance with the standards, procedures, and training that apply to the circumstances at hand. No more than 10% of the contractor's employees require remedial or repeat training per year due to poor or substandard performance.

### A.6 PARTNERING PHILOSOPHY

A major intent of this acquisition is to create a "partnership" between ICE and the Contractor. ICE has structured the contract in a manner that ensures the Contractor's goals and objectives are in alignment with those of ICE. Superior performance on the Contractor's part will have both an indirect and direct effect on the accomplishment of ICE's mission. Within the context of the ICE/Contractor partnership, ICE does not use the terms "partner" and "partnership" as legal terms. The ICE/Contractor partnership will reflect the attributes of an open, collaborative, customer-oriented, and professional relationship. In addition to meeting the program objectives, the contractor is encouraged to:

1. Consistently take steps to understand ICE's crucial national security mission, its business issues and opportunities, and its responsibilities under Section 287(g) of the Illegal Immigration Reform and Immigrant Responsibility Act;
2. Work collaboratively with other Federal, state and local law enforcement organizations, contractors, Government agencies, and business partners to ensure success; and
3. Performance measures and metrics shall be used extensively to monitor contractor performance. ICE and the Contractor will monitor progress using agreed-upon performance metrics.

## A.7 CONSTRAINTS

The following constraints comprise the statutory, regulatory, policy and operational considerations that will impact the contractor. The contractor is expected to become familiar with all constraints affecting the work to be performed. These constraints may change over time; the contractor is expected to be knowledgeable of any changes to the constraints and perform in accordance with the most current and future versions of the constraints. Constraints include, but are not limited to:

- a) Memoranda of Understanding between ICE and individual law enforcement jurisdictions that may apply.
- b) Department of Homeland Security Management Directive (HSMD) 11035 - Safeguarding Sensitive but Unclassified (For Official Use Only) Information.
- c) Department of Homeland Security Management Directive (HSMD) 11050.2 - Personnel Security and Suitability Program.
- d) Post Orders.
- e) General Directives.
- f) American Correctional Association (ACA) Standards for Adult Detention Local Facilities (most current editions) and the most recent copy of the supplement issued every two years. A copy is obtainable for purchase through the Internet website [www.aca.org/store/bookstore/](http://www.aca.org/store/bookstore/)
- g) ICE/DHS Officer's Handbook (current and future editions, as issued).
- h) A Guide to Proper Conduct and Relationships with Aliens and the General Public – <http://onlineplus.uscis.dhs.gov/lpbinplus/lpext.dll/Infobase/ddm/ddm-1/ddm-10477?f=templates&fn=document-frame.htm#ddm-appendix-32-26-1>
- i) The ICE/DHS Detention Standards – A copy is obtainable on the Internet website <http://www.ice.gov/>. In the search icon insert “DRO Detention Standards.”
- j) All rules and regulations governing usage of firearms, public buildings and grounds.
- k) All regulations provided to the Contractor through the COTR.
- l) Computer Security Act of 2002.
- m) The Patriot Act of 2001.
- n) The Illegal Immigration Reform and Immigrant Responsibility Act (II AIRA), P. L. 104-208.
- o) Federal Acquisition Regulation (FAR) and Department of Homeland Security Acquisition Regulation (HSAR).
- p) Applicable facility codes, rules, regulations and policies.
- q) Applicable Federal, state and local labor laws and codes.
- r) Applicable Federal, state and local firearm laws, regulations and codes.
- s) Alignment with external sources (e.g. state and local law enforcement organizations).
- t) Pre-clearance approvals are required for access to ICE field staff, facilities and information.
- u) All applicable environmental requirements, including Executive Orders and Management Directives.
- v) DHS Non-Disclosure Agreement Requirements.
- w) Organizational Conflict of Interest Provisions.

Current and future editions/versions of the documents listed above apply.

## B. GENERAL

In housing detainees, the Contractor is required to perform in accordance with the current and future editions of the ICE Detention Standards, American Correctional Association (ACA), Standards for Adult Local Detention Facilities (ALDF), and Standards Supplement, Standards for Health Services in Jails, National Commission on Correctional Health Care (NCCHC), and state and local laws on firearms for California. Some ACA standards are augmented by ICE policy and/or procedure. In cases where other standards conflict with DHS/ICE Policy or Standards, DHS/ICE Policy and Standards prevail. ICE Inspectors will conduct periodic and unscheduled inspections of the facilities to assure compliance of the aforementioned standards. In addition, the Contractor shall provide full and complete cooperation for any request or investigation conducted by the Government.

El Centro SPC operates at an operational capacity of 450 detainees. For the purposes of this contract, the Government reserves the right to populate the facility utilizing a 10% increase of the operational capacity without

additional cost to the Government.

Detainees are classified as High (Level 3), Medium (Level 2), or Low Risk (Level 1). The Contractor shall provide a minimum of one Detention Officer of the same gender as the detainees on each post. Contractor shall be responsible for detainee record keeping services and personal property in accordance with Subsection 4 of the Performance Work Statement (PWS). The Contractor shall create and update the records and the Government will store the records at the end of the contract. All records will remain the property of the U.S. Government.

The Contractor shall provide stationary detention services on demand by the Contracting Officer's Technical Representative (COTR), Contracting Officer (CO), and/or an ICE-designated official and shall include, but will not be limited to, escorting and guarding detainees to medical or doctor's appointments, court hearings, ICE interviews, transporting to designated detention facilities, and any other locations requested by the COTR, CO, and/or an ICE-designated official. Such services will be performed by qualified detention officer personnel employed by the Contractor under its policies, procedures, and practices. The Contractor shall agree to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. It is imperative that assigned posts are properly covered at all times or as deemed required and necessary by the Government. Public contact is prohibited unless authorized in advance by the COTR or an ICE-designated official.

The Contractor shall provide its own fully operational and well-maintained equipment and supplies that pertain to its own business enterprise. Business activities may include replacing equipment, vehicles, and manpower to ensure full service at the El Centro Service Processing Center.

### C. EXPLANATION OF TERMS

**Administrative Contracting Officer (ACO)** - ICE employee responsible for contract compliance, contract administration, cost control, property control, and reviewing Contracting Officer's Technical Representatives (COTR) assessment of Contractor's performance.

**Administrative Segregation** - A form of separation from the general population used when the continued presence of the detainee in the general population would pose a threat to life, property, self, staff, or other detainees or to the security or orderly running of the facility. This housing status also includes detainees who require protective custody, those who cannot be placed in the local population because they are en route to another facility (holdovers), those who are awaiting a hearing before a disciplinary panel, and those requiring separation for medical reasons. A unit of housing for detainees whose continued presence in the general population poses a serious threat to life, property, self, staff, or other inmates.

**Adult detainee** - Any detainee eighteen (18) years of age or older or anyone adjudicated in a criminal court to constitute an adult.

**Adult Local Detention Facility (ALDF)**: A facility which detains persons over the age of 18.

**Alien** - Any person who is not a citizen or native of the United States.

**American Correctional Association (ACA)** - The American Correctional Association is the oldest and largest international correctional association in the world. ACA serves all disciplines within the corrections profession and is dedicated to excellence in every aspect of the field.

**Assistant Field Office Director (AFOD)** - ICE senior officer in charge of the Service Processing Center (SPC).

**Bed-Day** - The total billable cost to the Government to maintain and house one detainee for one day. Bed-day means day in or day out and all days in between. The Contractor may charge for day of arrival or day of departure, but not both.

**Bed-Day Rate** - The rate charged for each individual detainee per day. Bed-day rate is an all-inclusive burdened rate to include all costs inclusive of direct costs, indirect costs, overhead and profit necessary to provide the detention and food service requirements described in the PWS.

**Body cavities** - Body cavities include the mouth, ears, nostrils, vagina, and rectum.

**Booking** - A procedure for the admission of a DHS detainee, which includes searching, fingerprinting, photographing, medical screening, and collecting personal history data. Booking also includes the inventory and storage of the detainees accompanying personal property.

**Bureau of Prisons (BOP)** - The United States Federal Bureau of Prisons protects society by confining offenders in the controlled environments of prisons and community-based facilities that are safe, humane, cost-efficient, and appropriately secure, and that provide work and other self-improvement opportunities to assist offenders in becoming law-abiding citizens.

**Classification** - A process for determining the needs and requirements of those detainees for whom confinement has been ordered and for assigning them to housing units and programs according to their needs and existing resources.

**Contraband** - Items that pose a threat to the security of people or property. A contraband item fits into either the category of hard or soft contraband as defined below:

- a. **Hard Contraband:** Any item that is inherently dangerous as a weapon or tool of violence, e.g., a knife, explosives, a “zip gun,” brass knuckles. Because hard contraband presents an immediate physical threat in or to the facility, a detainee found in possession of hard contraband could face disciplinary action or criminal prosecution.
- b. **Soft Contraband:** Any item that presents a nuisance, which does not pose a direct and immediate threat to an individual’s safety. None-the-less, soft contraband has the potential to create dangerous or unsanitary conditions in the facility, such as excess papers that create a fire hazard, food items that are spoiled or retained beyond the point of safe consumption, etc.

**Contracting Officer (CO)** - ICE employee empowered to award, amend, administer, and terminate contracts.

**Contracting Officer’s Technical Representative (COTR)** - ICE employee(s) designated and authorized by the Contracting Officer to monitor all technical aspects of the contract, certify invoices for payment, and assist in administrating the contract.

**Contractor** - The firm, individual, or entity following contract award, with whom ICE enters into this contract. The provider of services described in the Performance Work Statement (PWS).

**Contractor Employee** - An employee of a private Contractor hired to perform a variety of detailed services within the detention facility.

**Control Room** - Integrates all internal and external security communications networks within a secure room. Activities conducted within the control room have a critical impact on the institution’s orderly and secure operation.

**Credentials** - Documents providing primary source verification including education, training, licensure, experience, board certification, and expertise of an employee.

**Department of Homeland Security (DHS)** - A department of the United States Government, which includes U.S. Immigration and Customs Enforcement (ICE).

**Department of Justice (DOJ)** – A department of the United States Government, which includes the Executive Office of Immigration Review (EOIR), the Federal Bureau of Investigation (FBI), and the Federal Bureau of Prisons (BOP), and the U.S. Marshals Service (USMS).

**Designated Service Official** - An employee of U.S. Immigration and Customs Enforcement designated in writing by ICE Officer-In-Charge (OIC) to represent ICE on matters pertaining to the operation of the facility.

**Detainee** - Any person confined under the auspices and the authority of any federal agency, primarily U.S. Immigration and Customs Enforcement (ICE). Many detainees have substantial and varied criminal histories. ICE reserves the right to place detainees in the Contractor’s detention site who are confined under the auspices and the authority of ICE or any other federal agency.

**Detainee Day** - is day in or day out and all days in between. The contractor may charge for the day of arrival or day of departure but not both.

**Detention Officers** - Contractor’s uniformed staff members responsible for the security, care, transportation, and supervision of detainees during all phases of activity in a detention facility. The officer is also responsible for the safety and security of the facility.

**Detainee Records** - Information concerning the individual’s personal, criminal and medical history, behavior, and activities while in custody, including, but not limited to:

1. Detainee, Personal Property
2. Receipts, Visitors List, Photographs
3. Fingerprints, Disciplinary Infractions
4. Actions Taken, Grievance Reports, Medical
5. Records, Work Assignments, Program Participation
6. Miscellaneous Correspondence, etc.

**Detention and Removal Operations (DRO)** - A division of ICE, whose mission is the planning, management, and direction of broad programs relating to the supervision, detention, and deportation of detainees who are in the United States illegally.

**Detention Standards Compliance Unit (DSCU)** - The purpose of the Detention Standard Compliance Unit (DSCU) is to develop and prescribe policies, standards, and procedures for ICE detention operations and to ensure detention facilities are operated in a safe, secure, and humane condition for both detainees and staff.

**Direct Supervision** - A method of detainee management that ensures continuing contact between detainees and staff by posting an officer(s) inside each housing unit. Officers in general housing units are not separated from the detainees by a physical barrier. Officers provide frequent, non-scheduled observation of and personal interaction with detainees.

**Directive** - A document issued by the U.S. Government and signed by the President, Departmental Secretary, or an Assistant Secretary that establishes policy, delegates authority, and/or assigns responsibilities.

**Disciplinary Segregation** - A unit housing detainees who commit serious rule violations.

**Division of Immigration Health Services (DIHS)** - A unit within the U.S. Public Health Service dedicated to providing medical services for ICE facilities.

**Emergency** - Any significant disruption of normal facility procedure, policy, or activity caused by riot, strike, escape, fire, natural disaster, or other serious incident.

**Emergency Care** - Care for an acute illness or unexpected serious health care need that cannot be deferred until the next scheduled sick call.

**Employee** - Refers to a person employed by the Contractor.

**Entry on Duty (EOD)** - The first day the employee begins performance at a designated duty station on this contract.

**Executive Office of Immigration Review (EOIR)** - An agency of the Department of Justice.

**Facility** - The physical plant and grounds in which the Contractor's services are operated.

**Facility Administrator** - The official, regardless of local title (e.g., jail administrator, Facility Director, superintendent), who has the ultimate responsibility for managing and operating the contract detention facility. The qualifications for the holder of this office shall be consistent with ACA standards.

**Federal Bureau of Investigation (FBI)** - An agency of the Department of Justice.

**Federal Bureau of Prisons (BOP)** - An agency of Department of Justice.

**First Aid** - Health care for a condition that requires immediate assistance from an individual trained in first aid care and the use of the facility's first aid kits.

**Flight Operations Unit (FOU)** - The FOU, located in Kansas City, MO, is the principal mass air transportation and deportation coordinating entity within DRO. It manages Government and contract flights to the southern tier of the United States, Caribbean, and northern South America and orchestrates DRO flight standardization and safety. It works in coordination with Justice Prisoner and Alien Transportation System.

**Government** - Refers to the United States Government.

**Grievance** - A written complaint filed by a detainee concerning personal health/welfare or the operation and services of the facility.

**Health Authority** - The physician, health administrator, or agency on-site that is responsible for health care services pursuant to a written agreement, contract, or job description.

**Health Care** - The action taken, preventive and therapeutic. To provide for the physical and mental well being of the detainee population. Health care may include medical services, dental services, mental health services, nursing, personal hygiene, dietary services, and environmental conditions at the facility.

**Health Care Personnel** - Duly licensed individuals whose primary duties are to provide health services to detainees in keeping with their respective levels of health care training or experience.

**Health Unit (HU)** - The physical area in the facility and organizational unit set-aside for routine health care and sick call. The HU is the designated part of the facility for the delivery of care to detainees on an ambulatory or observation basis.

**Immediate Relatives** - Spouses, children (including stepchildren and adopted children) and their spouses, parents (including stepparents), brothers and sisters (including stepbrothers and sisters and half-brothers and sisters) and their spouses.

**Immigration and Customs Enforcement (ICE)** - A law enforcement agency within the U.S. Department of Homeland Security.

**Immigration & Customs Enforcement Officers** – ICE Officers such as Supervisor Detention and Deportation Officer (SDDO), Supervisory Immigration Enforcement Agent (SIEA), Immigration Enforcement Agent (IEA), and Deportation Officer (DO).

**Incident Report** - A written document reporting an event (e.g., minor disturbances, officer misconduct, any detainee rule infraction).

**Justice Prisoner and Alien Transportation System (JPATS)** – Department of Justice’s prisoner transportation system operated by the United States Marshal Service (USMS), sometimes referred to as the “airlift.”

**Juvenile Detainee** - Any detainee under the age of eighteen (18) years unless the juvenile has been determined to be emancipated in an appropriate state judicial proceeding, or is an individual who has been incarcerated due to a conviction for a criminal offense as an adult.

**Lethal or Deadly Force** - The force a person uses with the purpose of causing or knowingly creating a substantial risk of causing death or serious bodily harm.

**Life Safety Code** - A manual published by the National Fire Protection Association (NFPA) specifying minimum standards for fire safety necessary in the public interest.

**Log Book** - The official record of post operations and inspections.

**Medical Records** - Separate records of all detainee medical examinations, diagnoses, and treatments maintained by the United States Public Health Service.

**Man Hour** - Man-hour means productive hours when the required services are performed. Only productive hours can be billed and invoiced.

**Medical Records** - Separate records of medical examinations and diagnosis maintained by the responsible physician or nurse. The following information from these records shall be transferred to the detainee record: date and time of all medical examinations and copies of standing or direct medical orders from the physician to the facility staff.

**Medical Screening** - A system of structured observation/initial health assessment of newly arrived detainees performed within the first 24 hours of arrival.

**Mileage Rate** – a fully burdened rate inclusive of the mileage rate in accordance with General Service Administration Federal Travel Regulation, vehicle equipment, maintenance, and fuel costs.

**Non-Contact Visitation** - Visitation that restricts detainees from having physical contact with visitors using physical barriers such as screens and/or glass. Voice communications between the parties are typically accomplished with telephones or speakers.

**Non-Deadly Force** - The force a person uses with the purpose of not causing or which would not create a substantial risk of causing death or serious bodily harm.

**Notice to Proceed (NTP)** - Written notification from the Government to the Contractor stating the date that the Contractor may begin work, subject to the conditions of the contract.

**Office of Professional Responsibility, Personnel Security Unit (OPR-PSU)** - This office in ICE implements a component-wide personnel security program.

**On-Call Post/Remote Custody Officer Post** - These posts shall be operated on demand by the COTR and shall include, but are not limited to, escorting and custody of detainees for hearings, ICE interviews, medical watches, and any other location requested by the COTR.

**Pat Down Search** - A quick patting of the detainee's outer clothing to determine the presence of contraband.

**Performance Requirement Summary (PRS)** - The Performance Requirements Summary (PRS) communicates what the Government intends to qualitatively inspect. The PRS is based on the American Correctional Association (ACA) Standards for Adult Local Detention Facilities (ALDF) and ICE National Detention Standards (NDS).

**Performance Work Statement (PWS)** - That portion of the contract (Section C), which describes the services to be performed under the contract.

**Physician** - An authorized practitioner who is a graduate from a recognized college of medicine or osteopathy and licensed by the appropriate state board.

**Policy** - A definite written course or method of action, which guides and determines present and future decisions and actions.

**Post Orders** - Written orders that specify the duties of each position, hour-by-hour, and the procedures that the Post Officer will follow in carrying out those duties.

**Preventive Maintenance** - A system designed to enhance the longevity and/or usefulness of buildings and equipment in accordance with a planned schedule.

**Procedure** - The detailed and sequential actions that must be executed to ensure that a policy is implemented. It is the method of performing an operation or a manner of proceeding on a course of action. It differs from a policy in that it directs action required to perform a specific task within the guidelines of that policy.

**Productive Hours** - These are hours when the required services are performed and can be billed.

**Project Manager** - Contractor employee responsible for on-site supervision of all Contractor employees, with the authority to act on behalf of the Contractor. The Project Manager cannot simultaneously serve in the role of manager and Detention Officer or Supervisory Detention Officer.

**Property** - Refers to personal property belonging to a detainee.

**Proposal** - The written plan submitted by the Contractor for consideration by ICE in response to the Request for Proposal (RFP).

**Public Health Service (PHS)** - An agency of the United States Department of Health and Human Services.

**Qualified Health Professional** - Physicians, dentists, and other professional and technical workers who by state law engage in activities that support, complement or supplement the functions of physicians and/or dentists who are licensed, registered, or certified, as appropriate to their qualifications, to practice.

**Quality Assurance** - The actions taken by the Government to assure requirements of the Performance Work Statement (PWS) are met.

**Quality Assurance Surveillance Plan (QASP)** - A Government-produced document that is based on the premise that the Contractor, and not the Government, is responsible for the day-to-day operation of the facility and all the management and quality control actions required to meet the terms of the contract. The role of the Government in quality assurance is to ensure performance standards are achieved and maintained. The QASP validates that the Contractor is complying with DRO-mandated quality standards in operating, maintaining, and repairing detention facilities. The QASP is used to calculate invoice withholdings and/or deductions.

**Quality Control (QC)** - The Contractor's inspection system, which covers all the services to be performed under the contract. The actions that a Contractor takes to control the production of services so that they meet the requirements stated in the contract.

**Quality Control Plan (QCP)** - A Contractor-produced document that addresses critical operational performance standards for services provided.

**Responsible Physician** - A person licensed to practice medicine with whom the facility enters into a contractual agreement to plan for and provide health care services to the detainee population of the facility.

**Restraint Equipment** - This includes but is not limited to handcuffs, belly chains, leg irons, straight jackets, flexi-cuffs, soft (leather) cuffs, and leg weights.

**Sally Port** - An enclosure situated either in the perimeter wall or fence to the facility or within the interior of the facility, containing gates or doors at both ends, only one of which opens at a time. This method of entry and exit ensures there shall be no breach in the perimeter or interior security of the facility.

**Safety Equipment** - Fire fighting equipment, including, but is not limited to chemical fire extinguishers, hoses, nozzles, water supplies, alarm systems, first aid kits, and stretchers.

**Security Devices** - Locks, gates, doors, bars, fences, screens, hardened ceilings, floors, walls and barriers used to confine and control detainees. In addition, electronic monitoring equipment, security alarm systems, security light units, auxiliary power supply, and other equipment used to maintain facility security.

**Security Perimeter** - The outer portions of a facility, which actually provide for secure confinement of detainees.

**Security Risk Level - High, Medium, Low**

**High Risk Level** – (Level 3) Detainees exhibit behavioral problems, or manifest a pattern of such behavior, or have a history of violent and/or criminal activity.

**Medium Risk Level** – (Level 2) Detainees exhibit minor behavioral problems or have a history of nonviolent criminal behavior.

**Low Risk Level** – (Level 1) Detainees exhibit no behavioral problems and have no history of violent criminal behavior.

**Sensitive Information** - Any information which could affect the national interest, law enforcement activities, the conduct of federal programs, or the privacy to which individuals are entitled under Title 5, U.S. Code, Section 552a. All Detainee records are considered sensitive information.

**Service Processing Center (SPC)** - Refers to ICE owned and operated facilities for housing detainees.

**Sick Call** - A system through which a detainee reports and receives individualized and appropriate medical services for non-emergency illness or injury.

**Significant Event Notification Report (SEN)** - A written document reporting a special event (e.g., the use of force, use of chemical agents, discharge of firearms).

**Special Housing Unit (SHU)** - The space set aside within the facility for administrative detention or disciplinary segregation.

**Standards for Health Services In Jails** - Publication of the National Commission on Correctional Health Care (NCCCHC) (latest edition).

**Strip Search** - An examination of a detainee's naked body for weapons, contraband, and physical abnormalities. This also includes a thorough search of all of the individual's clothing while not being worn.

**Suitability Check** - Security clearance process for Contractor and all Contractor Employees to determine suitability to work on a Government contract.

**Tour of Duty** - No more than 12 hours in any 24-hour period with a minimum of eight (8) hours off between shifts, except as directed by state or local law.

**Training** - An organized, planned, and evaluated activity designed to achieve specific learning objectives. Training may occur on site, in an academy or training center, at an institution of higher learning, through contract services, at professional meetings, or through closely supervised on the job training. Meetings of professional

associations are considered training when there is clear evidence of the above elements. All trainers and employees shall be certified and shall be approved by the COTR or ICE designee.

**Transportation Service Cost** – All inclusive or burdened rate. Cost includes but is not limited to labor, overtime outside of standard working hours, equipment, material, supplies, and other related costs necessary to respond to requests by designated officials for movement of detainees from place to place necessary for processing, court hearings, interviews, doctor’s appointments, JPATs/airports, and transporting in-between detention facilities (counties, state and federal).

**Travel Cost** – Cost inclusive of lodging and meals and incidental expenses (MI&E) for Detention Officers exceeding the standard working hours. Cost is based on actual charges per occurrence, not to exceed the allowable Federal Travel Regulation rates/costs in effect on the dates of travel.

**United States Marshals Service (USMS)** - An agency of the Department of Justice.

**United States Public Health Service (USPHS)** - An agency of the U.S. Department of Health and Human Services working in conjunction with ICE to provide health services for detainees through its Division of Immigration Health Services.

**Weapons** - This includes, but is not limited to, firearms, ammunition, knives, billy clubs, electronic defense modules, chemical weapons (mace), and nightsticks.

**X-Ray Search** - A photographic search by use of x-rays.

#### **D. AMBIGUITIES**

All services must comply with the Performance Work Statement (PWS) and all applicable state and local laws and standards. Should a conflict exist between any of these standards, the most stringent shall apply. If the Contractor is unable to determine which standard is more stringent, the Contracting Officer (CO) shall determine the appropriate standard.

The COTR does not have the authority to modify the stated terms of the contract, or approve any action that would result in additional charges to the Government. The CO shall make all modifications in writing.

## **II. PERFORMANCE WORK STATEMENT FOR DETENTION AND TRANSPORTATION SERVICES**

### **SUBSECTION 1 - GENERAL ADMINISTRATION, ORGANIZATION, AND MANAGEMENT**

The Contractor shall provide a safe and secure environment for staff and detainees through effective building and grounds security. The Contractor shall continuously monitor programs, seek ways to reduce and control violence in the facilities, respond effectively to emergencies, maintain accountability of tools, chemicals, and other potentially dangerous items, and maintain security. The Contractor shall monitor detainee programs and Contractor staff performance. In addition, the Contractor shall communicate policy, procedures, and operational practices in accordance with ICE written instructions and policy statements.

#### **A. Quality Control Plan (QCP)**

The Contractor shall provide an overall Quality Control Plan (QCP) that addresses critical operational performance standards for the services required under this contract. The QCP shall ensure that services will be maintained at a uniform and acceptable level. At a minimum, the Contractor shall periodically review and update the QCP policies and procedures on an annual basis. The Contractor shall audit facility operations monthly for compliance with the QCP. The Contractor shall notify the Government 48 hours in advance of the audit to ensure the Contracting Officer's Technical Representative (COTR) is available to participate. The Contractor's QCP shall identify deficiencies, appropriate corrective action(s), and timely implementation plan(s) to the COTR.

If the Contractor proposes changes in the QCP after contract award, the Contractor shall submit them to the COTR for review. If the COTR concurs with the changes, the COTR shall submit the changes to the Contracting Officer (CO). The CO may modify the contract to include these changes.

#### **B. Quality Assurance Surveillance Plan (QASP)**

ICE will develop a Quality Assurance Surveillance Plan (QASP) pursuant to the requirements of the Performance Work Statement. The QASP will be issued as a modification to the contract awardee. It will present the financial values and mechanisms for applying adjustments to the Contractor's invoices as dictated by work performance measured to the desired level of accomplishment.

1. The purpose of the QASP is to:

- a. Define the roles and responsibilities of participating Government officials.
- b. Describe the evaluation methods that will be employed by the Government in assessing the Contractor's performance.
- c. Describe the process of performance documentation.

2. Roles and Responsibilities of Participating Government Officials:

- a. The COTR(s) will be responsible for monitoring, assessing, recording, and reporting on the technical performance of the Contractor on a day-to-day basis. The COTR(s) will have primary responsibility for completing "Quality Assurance Surveillance Forms" to document their inspection and evaluation of the Contractor's work performance.
- b. The Administrative Contracting Officer (ACO) or designee has overall responsibility for evaluating the Contractor's performance in areas of contract compliance, contract administration, and cost and property control. The CO shall review the COTR's evaluation of the Contractor's performance and invoices. If applicable, deductions will be assessed in accordance with the evaluation of the Contractor's performance, e.g., monetary adjustments for inadequate performance.

#### **C. Contractor's Failure to Perform Required Services**

The rights of the Government and remedies described in this section are in addition to all other rights and remedies set forth in this solicitation. Specifically, the Government reserves its rights under the Inspection of Services and Termination clauses. Any reductions in the Contractor's invoice shall reflect the contract's reduced value resulting from the Contractor's failure to perform required services. The Contractor shall not be relieved of full performance of the services hereunder and may be terminated for default based upon inadequate performance of services, even if a reduction was previously taken for any inadequate performance.

**D. Performance Evaluation Meetings**

The Contractor's representatives shall meet with the COTR(s) as determined necessary by the Government. These meetings will provide a management level review and assessment of Contractor performance and discussion and resolution of problems.

**E. Inspection by Regulatory Agencies/Media Requests**

1. Work described in the contract is subject to inspection by other Government agencies. The Contractor shall participate in responding to all requests for information and inspection or review findings by regulatory agencies
2. The Contractor shall notify the COTR when a member of the United States Congress or any media outlet requests information or makes a request to visit the facility, per the ICE National Detention Standard on News Media Interviews and Tours. The Contractor shall coordinate all public information related issues with the CO. *All press statements and releases shall be cleared, in advance, with the ICE Office of Public Affairs, which can be reached through the Internet website: <http://www.ice.gov/about/news/contact.htm>.* The Contractor shall promptly make public announcements, *after the releases have been cleared, in advance, with the ICE Office of Public Affairs*, stating the facts of unusual newsworthy incidents to local media. Examples of such events include, but are not limited to: deaths, escapes from custody, and facility emergencies. The Contractor shall ensure employees agree to use appropriate disclaimers clearly stating the employees' opinions do not necessarily reflect the position of the United States Government in any public presentations they make or articles they write that relate to any aspect of contract performance or the facility operations.

**F. Contractor's Employee Manual**

The Contractor shall provide an Employee Manual which, at a minimum, addresses the following:

1. Organization
2. Recruiting procedures
3. Opportunities for Equal Employment
4. Qualifying for jobs, job descriptions, responsibilities, salaries, and fringe benefits
5. Screening employees for illegal drug use
6. Holidays, leave, and work hours
7. Personnel records, employee evaluations, promotion, and retirement
8. Training
9. Standards of conduct, disciplinary procedures, and grievance procedures
10. Resignation and termination
11. Employee-management relations
12. Security, safety, health, welfare, and injury incidents

The Contractor must provide a copy of the Employee Manual to the Contractor's employees at the facility before entry on duty (EOD). Upon request by the COTR, the Contractor shall document to the Government that all employees have reviewed a copy of the manual.

**G. ICE Operations Manual**

The Contractor shall maintain the site specific ICE Operations Manual that contains ICE written policy, plans, and procedures. The Contractor shall make the manual available to all employees. Every employee shall certify in writing that he or she has read, fully understands, and agrees to comply with the procedures outlined in the manual. The Contractor shall maintain these certifications and furnish them to the COTR if requested.

**H. Facility Staffing Plan and Key Personnel**

The Contractor shall provide a staffing plan that addresses at a minimum the staffing requirements and key personnel to be employed in connection with this contract as outlined in the PWS. The Contractor shall staff the post-positions in accordance with the Contractor-submitted and Government-approved Contractor Staffing Plan. The number, type and distribution of staff as described in the contract staffing plan shall be maintained throughout the term of the contract. Written requests to change the number, type and/or distribution of staff described in the staffing plan must be submitted to the CO, through the COTR, for approval prior to implementation. Staffing levels shall not fall below a monthly average of **95%** of ICE-approved staffing plan.

Each month, the Contractor shall submit to the COTR the current average monthly vacancy rate and indicate any individual positions that have been vacant more than 120 days. Failure to fill any individual position within 120 days of the vacancy may result in a deduction from the monthly invoice. ICE may calculate the deduction retroactive to day one of the vacancy, excluding the days for ICE's conditional approval process, starting on the day of receipt and concluding on the day conditional approval is granted.

### 1. Minimum Staffing Requirements

The Contractor shall fully staff the facility to secure, control, and supervise detainees in custody regardless of the detainee population. Staffing must be sufficient to cover the posts as listed in the solicitation. The Contractor shall ensure daily Detention Officer Assignment rosters, by shift, for the duration of the contract. The assignment rosters shall indicate the number of staff, job titles, names, hours, and days of work for each post. The daily roster shall be posted 24 hours in advance. Shift rosters must be provided to the COTR on a daily basis upon completion of the third shift. The Contractor shall provide a minimum of one Detention Officer of the same gender as the detainees on each post.

### 2. Supervisory Staffing

The Contractor is responsible for the satisfactory supervision of its employees at all times. Satisfactory supervision includes verifying attendance at all posts and positions, and upholding the work requirements of all personnel assigned under the contract. The Contractor shall provide the COTR with the names of Supervisory Detention Officers designated by the Contractor before commencement of services.

In the absence of the Project Manager, another qualified person who meets the Project Manager and security clearance requirements shall temporarily fill that position. This individual shall perform only job duties of a Project Manager in providing oversight and direction to contract Detention Officers and interfacing with ICE COTRs and/or designated ICE Officers and the Contracting Officer on all contract-related matters.

### 3. Key Personnel

The Contractor shall provide resumes for key personnel to the Government as a part of the contract solicitation process. The Contracting Officer shall provide written approval before any employee is assigned to perform duties under this contract. The Contractor shall have key personnel employed and on site before the Contractor can begin contract performance. Any subsequent changes to key personnel must meet these criteria and be approved in writing by the Contracting Officer. The following are considered key personnel for the contract:

- a. **Project Manager.** The Project Manager shall hold an accredited bachelor's degree in an appropriate discipline, have at least five years of related administrative experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The degree requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the bachelor's degree. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- b. **Assistant Project Manager.** The Assistant Project Manager shall hold an accredited bachelor's degree in an appropriate discipline, or have at least three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility. The official holding this position, even in an acting capacity, shall meet ACA requirements.
- c. **Supervisory Detention Officers.** Supervisors must be trustworthy and must have a minimum of one year of experience as a detention officer and two years of successful experience in field supervision (civilian community law enforcement, commercial or industrial guard service, or security service supervisory positions). The two-year requirement may be satisfied by completion of a career development program that includes work-related experience, training, or college credits at a level of achievement equivalent to the basic requirement.
- d. **Training Officers.** Certified instructors shall conduct all instruction and testing of Contract personnel. A state or national level recognized institution certification of instructors is mandatory unless otherwise approved in writing by the COTR. Certification of instructors may be established by documentation of

past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COTR must approve the instructor prior to the training course.

- e. **Quality Assurance Manager.** The Quality Assurance Manager shall hold an accredited bachelor's degree in an appropriate discipline, or have at least three years of related administrative experience, and have knowledge of program objectives, policies, procedures, and requirements for managing a secure detention/correctional facility.
- f. **Corporate Security Officer.** The Corporate Security Officer shall hold an accredited bachelor's degree in an appropriate discipline, or have a minimum of three years of related industry experience, and have knowledge of program objectives, policies, procedures, and requirements for securing a detention/correctional facility. The individual will interface with the OPR-PSU through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

To establish and maintain a congenial line of communication with the Contractor, a Contractor's Project Manager and the COTR shall work together as a team to ensure that required work is accomplished in an efficient and proper manner. There should be no hesitation to call special meetings to discuss and resolve serious problems.

#### **4. Organizational Chart**

Prior to commencement of work, the Contractor shall provide an organizational chart that describes the structure of authority, responsibility, and accountability within the facilities. The Contractor shall update this chart as necessary. The Contractor shall make the chart available for review by the CO and COTR upon request.

#### **I. Employee Standards**

All employees shall meet the highest standards of professionalism and personal integrity. Standards of professionalism include competency, training, appearance, and behavior. The Contractor shall perform pre-employment suitability checks for all employees and prospective employees. The Contractor shall take disciplinary action against employees who disregard those standards.

#### **J. Training Program**

The Contractor shall establish a training program for all employees, which incorporates the training requirements set forth in the ACA Standards and Subsection 3 of the PWS. The training plan shall include proficiency testing (if required), instructor(s) and instructor qualifications, course descriptions, and detailed lesson plans that include subject matter and methods of presentation, course objectives, student evaluation procedures, and the location and duration of training. No less than 30 days after contract award and before contract performance begins the Contractor shall submit the training plan to the COTR for review. The Contractor is not to begin training until the COTR has approved the training plan. All training shall be conducted in a classroom or on-the-job training environment. On-line training is specifically prohibited to meet the any training requirement, unless approved in writing by the COTR.

#### **K. Meetings**

1. The Project Manager shall participate in ICE facility meetings as required by the COTR.
2. The Contractor's representatives shall meet with the COTR(s) as determined necessary by the Government. These meetings will provide a management level review and assessment of Contractor performance and discussion and resolution of problems.

#### **L. Housing, Detention, Health and Medical, and Transportation Service**

The Contractor shall provide detention services, to include detainee welfare, transportation, and record keeping services for ICE, in support of the detention and removal process. This includes but not limited to, providing security within the SPC perimeters:

##### **1. Detention Site Standards**

Contractor shall ensure that detention sites conform to ACA and DHS Standards. A fire and emergency plan shall exist and shall be aggressively managed. The Contractor shall ensure facilities conformance to the following:

- a. Be clean and vermin/pest free.

- b. Have a suitable waste disposal and recycling program.
- c. The Contractor shall furnish, supervise and distribute suitable linens (sheets, pillow cases, towels, etc.).
- d. The Contractor shall launder and change linens per ICE National Detention Standards.
- e. The Contractor shall furnish, supervise and distribute appropriate clean blankets.
- f. The Contractor shall ensure fire and emergency exits remain unimpeded to permit prompt evacuation of detainees and staff members in an emergency.
- g. The Contractor shall furnish, supervise and distribute articles of personal hygiene (e.g., soap, toothbrush, toothpaste, comb, toilet paper, shaving equipment, and female sanitary items).

For safety, security, and sanitation purposes, an inspection of the detainee housing areas shall be conducted by a supervisor at a minimum of once per shift. The inspection shall be logged into the security logbook and be available for review by the COTR or ICE designee.

All locks, windows, walls, floors, ventilators, covers, access panels, and doors shall be checked daily for operational wear and detainee tampering. The Contractor shall report immediately all defective equipment to the COTR or ICE designee.

The Contractor shall follow established policies and procedures relating to the security of the specific SPC to prevent possible escape attempts from detention sites, which might result in the injury or death of detainees.

The SPC shall be subject to periodic and random inspection by the COTR, ICE designee, or other officials (e.g., ACA, Foreign Counselor Officers) to insure compliance with ICE Standards. Deficiencies shall be immediately rectified or a plan for correction submitted to the COTR for approval.

## **2. Health and Medical Care**

The Contractor shall comply with written policies and procedures for appropriately addressing the health needs of detainees in ICE custody. Written policies and procedures shall include, but not be limited to, the following:

- a. Policy and procedures for accessing 24-hour emergency medical care for ICE detainees.
- b. Policy and procedures for prompt summoning of emergency medical personnel.
- c. Policy and procedures for evacuation of detainees, if deemed necessary by qualified medical personnel.
- d. Policy, procedures, and post procedures for duty officers to ensure that medical emergencies are recognized and promptly attended to.
- e. The Contractor shall notify the COTR and/or ICE designee of all detainee requests for the need of medical treatment. These requests shall be addressed with urgency.

## **3. Medical Services**

The United States Public Health Services (USPHS), Division of Immigration Health Services (DIHS), is responsible for providing all health care services for detainees in the custody of ICE. The USPHS shall provide medical coverage at the facility no less than twenty-four (24) hours per day, seven (7) days per week.

The Contractor shall provide security with a minimum of a staff of one at all times. When patients are housed in the infirmary, a security guard shall be posted to the unit twenty-four (24) hours a day, seven (7) days a week. The Contractor shall coordinate and escort detainees to the medical clinic for sick call, appointments, and pill line. Note: Optimum functioning of health services depends on a continuous flow of patients to and from the clinic with an average of one patient per provider every 10 minutes. A clinic of this size could be as high as 200+ patients per day. Escort personnel will have to be assigned accordingly.

The Contractor shall provide the detainees written instructions for gaining access to health care services. Procedures shall be explained to all detainees in the detainee's native language, and orally to detainees who are unable to read. The detainee shall similarly be provided instructions and assistance in personal hygiene, dental hygiene, grooming, and health care. It shall be made routinely available.

The USPHS/DIHS shall provide for medical screening upon arrival at the facility performed by health care personnel or health trained personnel.

When communicable or debilitating physical problems are suspected, the detainee shall be separated from the detainee population, and immediately notify USPHS/DIHS staff. Behavioral problems (detainee who is not diagnosed as psychotic) and suicide observation will be the responsibility of the Contractor.

Written policy and defined procedure shall require that detainees' written health complaints are solicited and delivered to the medical facility for appropriate follow-up.

Written policy and defined procedure shall require that health care complaints are responded to and that sick call, conducted by USPHS/DIHS personnel is available to detainees daily. If a detainee's custody status precludes attendance at sick call, arrangements are to be made to provide sick call services in the place of the detainee's detention. A minimum of one sick call shall be conducted daily. USPHS/DIHS reserves the right to conduct triage and sick call in the place of the detainee's detention.

The USPHS shall provide to the Contractor and maintain basic first aid kits. First aid kits shall be available at all times and shall be located throughout the facility, as necessary, to allow quick access.

The DIHS acts as the agent and final health authority for ICE on all off-site detainee medical and health related matters. The relationship of the DIHS to the detainee equals that of physician to patient. The Contractor shall solicit DIHS approval before proceeding with non-emergency, off-site medical care (e.g., off site lab testing, eyeglasses, cosmetic dental prosthetics, and dental care for cosmetic purposes). The Contractor shall submit supporting documentation for non-routine, off-site medical/health services to DIHS. For medical care provided outside the facility, the DIHS may determine that an alternative medical provider or institution is more cost-effective or more aptly meets the needs of ICE and the detainee. ICE may refuse to reimburse the Contractor for non-emergency medical costs incurred that were not pre-approved by the DIHS. The Contractor shall send requests for pre-approval for non-emergency off-site care to:

United States Public Health Service  
 Division of Immigration Health Services  
 1220 L Street NW, Suite 500  
 Washington, DC 20005  
 Phone: (202) 732-0100  
 Fax: (202) 732-0095

The Contractor is to notify all medical providers approved to furnish off-site health care of detainees to submit their bills in accordance with instructions provided to:

VA Financial Service Center  
 Attn: Ms Angela Eppard  
 Claims Division  
 1651 Woodward Street  
 Austin, TX 78772  
 Phone: (512) 460-5656  
 Fax: (512) 460-5158

The Contractor agrees to accept and provide for the secure custody, care, and safekeeping of detainees in accordance with the State, and local laws, standards, policies, procedures, or court orders applicable to the operations of the facility.

#### **4. Armed Transportation Services:**

- a. The Contractor shall provide all such ground transportation services as may be required to transport detainees securely, in a timely manner, to locations as directed by the COTR or designated ICE official. Transportation mileage reimbursable rates will be commensurate with current applicable federal travel allowance rates. When Detention Officers are not providing transportation services, the Contractor shall assign the employees to supplement security duties within the facility to assist ICE as directed by the COTR or designated ICE official. Duties as directed by the COTR utilizing these officers shall not incur any additional expenses to the Government.
- b. The Contractor shall assign at a minimum two person teams consisting of two transportation guards on a daily basis distributed throughout a 24 hour-period, seven (7) days a week including weekends and Holidays for the transporting of detainees. The COTR shall approve the number of teams assigned to any shift or period of time in order to meet the needs of ICE transportation requirements. Minimum team requirements per location as listed below:

Service Processing Center (SPC)	Required (2) Person Team
El Centro SPC	(5) Teams Monday thru Friday
	(3) Teams Weekends & Holidays

- c. The Contractor shall furnish and maintain suitable vehicles in good condition, approved by the Government, to safely provide the required transportation services as listed below. The Contractor shall comply with all federal and state laws with regard to inspections, licensing, and registration for all vehicles used for transportation. Vehicle parking spaces within the El Centro SPC are available but limited. The Contractor shall furnish parking spaces for its vehicles when parking spaces are not available.
- d. Nothing in this agreement shall restrict the Contractor from acquiring additional vehicles as deemed necessary by the Contractor at no cost to the Government. The Contractor shall not allow employees to use their privately owned vehicles to transport detainees. The Contractor shall furnish vehicles equipped with interior security features in accordance with ICE National Detention Standards including physical separation of detainees from guards. The Contractor shall provide the interior security specification of the vehicles to ICE for review and approval prior to installation. Vehicles furnished by the Contractor shall be equipped with interior security features such as, but not limited to: door lock controls, window locks, a wire cage with acrylic panel between the driver seat and the rear passenger seats, and provide physical separation of detainees from Detention Officers.  

In the event of transportation services involving distances that exceed a standard workday to complete, the Contractor shall be reimbursed for related costs of lodging and meals commensurate with the Federal Travel Regulation (FTR) rates for such within the geographical area of occurrence. Any incurred overtime pay for such services will be reimbursed at the applicable Department of Labor overtime rate for the Detention Officer position incorporated within this agreement. The Contractor shall comply with ICE transportation standards related to the number of hours the Contractor employee may operate a vehicle. Overnight lodging and meals resulting in excess of the standard (transportation) working hours shall be approved in advance by the COTR or designated ICE official and supporting documents based on actual expenses shall be submitted with the monthly invoices.
- e. The transportation service shall be accomplished in the most economical manner.
- f. The Contractor shall supply and maintain restraining equipment, per the ICE National Detention Standard on Transportation. ICE personnel reserve the right to approve such restraining equipment, as well as the right to inspect such restraining equipment.
- g. The Contractor personnel provided for the transportation services shall be of the same qualifications, receive the same training, complete the same security clearances, and wear the same uniforms as those Contractor personnel provided in the other areas of this agreement. Detention Officers who provide transportation shall have the required state licenses for commercial drivers with the proper endorsement limited to vehicles with Automatic Transmission and the state DMV Medical Certification.
- h. During all transportation activities, at least one detention officer shall be the same sex as the detainee and all shall be armed in the performance of these duties.
- i. The Contractor shall, upon order of the COTR or DIHS, transport a detainee to a hospital location. Detention Officer(s) shall keep the detainee under constant supervision 24 hours per day until the detainee is ordered released from the hospital, or at the order of the COTR. The Contractor shall then transport the detainee to the detention site.
- j. The COTR may direct the Contractor to transport detainees to unspecified miscellaneous locations. As a part of the release process, upon the release of a detainee from the facility (e.g., release on bond, supervised release, or case termination), the Contractor, when requested by the COTR or ICE-designated official, will transport the released detainee to a local transportation area, such as a bus station or taxi stand.
- k. When the COTR provides documents to the Contractor concerning the detainee(s) to be transported and/or escorted, the Contractor shall deliver these documents only to the named authorized recipients. The Contractor shall ensure the material is kept confidential and not viewed by any person other than the authorized recipient.

- l. The Contractor shall establish and maintain a fully operational communication system compatible with ICE communication equipment, the Motorola XTS3000, Motorola XTS5000 or equivalent to that has direct and immediate contact with all transportation vehicles and post assignments. Upon demand, the COTR shall be provided with current status of all vehicles and post assignment employees.
- m. Failure of the Contractor to comply fully with the detainee(s) departure as pre-scheduled shall result in the Contractor having deductions and/or withholding made for non-performance.
- n. ICE anticipates normal transportation requirements other than hospital visits and local needs consisting of the following:

**LOCATION – EL CENTRO SPC\***

<b>Routes</b>	<b>Pick up Locations</b>	<b>Mileage (Round Trip)</b>	<b>Frequency</b>
1	Centinela State Prison	32	224
2	Calipatria State Prison	54	378
3	San Diego Detention Facility (Points in between)	240	720
4	Otay Mesa (Full Name Listed)	260	780
5	Calexico Port of Entry	30	105
6	Imperial County Jail Sheriff Office	8	24
7	Los Angeles Detention Office (or Points in between)	400	2800
8	El Centro Regional Medical Center	4	12
9	Pioneers Memorial Hospital	30	90

\*This list is not all inclusive. The COTR may direct the Contractor to transport detainees to unspecified miscellaneous locations with the same conditions as listed above in Section 4 and any other applicable Section.

Please see Transportation Section for the post assignments of other armed officers.

**5. Detention Services (Stationary)**

- a. The Contractor agrees to provide stationary guard services on demand by the COTR including, but not limited to, escorting and guarding detainees at medical facilities and/or doctor’s appointments, hearings, ICE interviews, and any other remote location requested by the COTR. Qualified detention officer personnel employed by the Contractor under its policies, procedures, and practices shall perform such services. The Contractor agrees to augment such practices as may be requested by ICE to enhance specific requirements for security, detainee monitoring, visitation, and contraband control. Public contact is prohibited unless authorized in advance by the COTR.
- b. The Contractor shall be authorized one officer for each such remote location, unless at the direction of the COTR or designated ICE official as additional officers are required.
- c. The itemized monthly invoice for such stationary guard services shall state the number of hours being billed, the duration of the billing (times and dates) and the name of the detainee(s) that was/were guarded. Such services shall be denoted as a separate item on submitted invoices and invoice under CLIN 0002

**6. Notification and Public Disclosures**

There shall be no public disclosures regarding this contract made by the Contractor (or any subcontractors) without review and approval of such disclosure by ICE Public Affairs and express permission granted by the ICE Contracting Officer. The Government considers such information privileged or confidential.

## **7. Effectuating Departure of Detainees**

Contractor employees shall effectuate departures. Effectuating departure requires Contractor employees to perform detainee-related activity included but not limited to: positive identification, documentation preparation and review, transportation, escorting, inspecting and evaluating aircraft to ascertain unobservable exits do not exist which could allow escape, placing detainee on proper departing aircraft, remaining at the gate until aircraft is airborne and verifying verbally with carrier gate attendant that aircraft is in flight, certify departure in writing to the COTR, and returning all DHS documentation to the appropriate DHS supervisor upon completing the escort assignment. In addition, Contractor employees shall, when required by proper authority, affirm, swear, and witness to all actions of effectuating departure that were accomplished, performed, carried-out, and done and in transactions involving the detainee(s), when required in a legal setting, deposition, or court of law.

## **8. Establish and Maintain a Program for the Prevention of Sexual Abuse/Assault**

The Contractor shall develop and implement a comprehensive sexual abuse/assault prevention and intervention program. This program shall include training that is given separately to both staff and detainees, in accordance with the Prison Rape Elimination Act (PREA).

### **SUBSECTION 2 - PERSONNEL**

The Contractor shall employ personnel whose qualifications are commensurate with job responsibilities and authority levels. The Contractor shall assure that employees meet the standards of competency, training, appearance, behavior and integrity. The Contractor will effect disciplinary or adverse action against employees who disregard those standards.

#### **A. Minimum Standards of Employee Conduct**

The Contractor shall develop standards of employee conduct and corresponding disciplinary actions that are consistent with the following standards of conduct. All employees shall certify in writing that they have read and understand the standards. A record of this certificate must be provided to the COTR prior to the employees beginning work under this contract. The Contractor shall hold employees accountable for their conduct based on these standards, which are not restricted to, but must include:

1. Employees shall not display favoritism or preferential treatment to one detainee, or group of detainees, over another.
2. Employees shall not discuss or disclose information from detainee files or immigration cases, except when necessary in the performance of duties under this contract.
3. The employee may not interact with any detainee except in a relationship that supports the approved goals of the facility. Specifically, employees shall not receive nor accept any personal (tangible or intangible) gift, favor, or service, from any detainee, any detainee's family, or associate no matter how trivial the gift, favor, or service may seem, for themselves or any members of their family. In addition, the employee shall not give any gift, favor, or service to detainees, detainee's family, or associates.
4. The employee shall not enter into any business relationship with detainees or their families (e.g., selling, buying, or trading personal property).
5. The employee shall not have any outside or social contact with any detainee, his or her family, or associates, except for those activities, which are part of the facility program and a part of the employee's job description.
6. All employees are required to immediately report to the Project Manager or ICE Supervisor any violation or attempted violation of these standards.
7. The Contractor shall report all violations or attempted violations of the standards of conduct or any criminal activity immediately to the COTR. Violations may result in employee removal from the facility. Failure on the part of the Contractor either to report a known violation or to take appropriate disciplinary action against offending employee or employees shall subject the Contractor to appropriate action including possible termination of the contract for default.
8. The Contractor shall not employ any person who is currently an employee of any federal agency including active duty military personnel – or whose employment would present an actual or apparent conflict of interest.

## **B. Minimum Personnel Qualification Standards**

The Contractor must agree that each person employed by the firm or any subcontractor(s) shall have a social security card issued and approved by the Social Security Administration and shall be a United States citizen or a person lawfully admitted into the United States for permanent residence, have resided in the U.S. for the last five years, possess a high school diploma or equivalent (GED), and have no criminal record. Each employee of the Contractor and of any subcontractor(s) must complete and sign a Form I-9, "Employment Eligibility Verification," before commencing work. The Contractor shall retain the original Form I-9 and shall furnish the COTR with a copy of the Form I-9 before the employee commences work. The Contractor shall be responsible for acts and omissions of its employees and of any subcontractor(s) and their employees.

In addition, each contractor employee shall meet the following requirements in accordance with the contract requirements:

1. All employees shall be a minimum of 21 years of age.
2. Employees shall have at least one year of general experience that demonstrates the following:
  - a. The ability to greet and deal tactfully with the general public;
  - b. Capability of understanding and applying written and verbal orders, rules, and regulations. All personnel shall be literate and able to interpret printed rules and regulations, detailed written orders, training instructions and materials, and must be able to compose reports;
  - c. Good judgment, courage, alertness, an even temperament, and render satisfactory performance through knowledge of his/her position responsibilities;
  - d. Ability to maintain poise and self-control during situations that involve mental stress, such as fires, explosions, civil disturbances, and building evacuations.
3. All employees on this contract must maintain legal residency (current and physical) in the continental United States.

## **C. Health Requirements for All Detention Officers**

The Contractor shall assign only employees who are in good health to work under this contract. Employees shall be without physical defects or abnormalities that would interfere with performing duties. All Detention Officers who work under this contract shall pass a medical examination conducted by a licensed physician within 30 days prior to initial assignment.

The Contractor shall have a collaborative agreement with a fully licensed certified independent clinic and laboratory for the purpose of accomplishing the Standard Form 88 (SF 88), Medical Record – Report of Medical Examination.

The Medical Record – Report of Medical Examination, SF 88, shall evidence the physical fitness of each Detention Officer. If requested by the COTR, the Contractor shall make medical records of contractor employees available for review. The Contractor will keep one duplicate copy of each SF 88. Prior to the officer's initial assignment or reassignment to the ICE site, the Contractor shall certify in writing to the COTR that each Detention Officer is in full compliance with the following:

1. Detention Officers must be free from any serious physical illnesses, ailments, or maladies, including epilepsy. This also includes other diseases that may be transmitted to and result in the disablement of other persons.
2. Detention Officers are required to have the following: (a) uncorrected distant vision must be equal to or better than 20/20 in each eye; (b) binocular distant vision must be correctable to 20/20; (c) monocular vision is generally disqualifying; depth perception must be equal to or better than 70 seconds of arc; (d) peripheral vision must be normal; (e) color vision must be normal. Acceptable measure of color discrimination is the Ishihara color (14 plates). X-chrome lenses are not acceptable to ICE as a means of correcting color deficiencies. Any disease or condition, which interferes with a person's vision, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COTR.
3. Detention Officers are required to be able to hear in the frequency range from 500-2000 hertz (Hz), the deficit should not exceed 30 decibels in either ear. At 3000 Hz, the deficit should not exceed 40 decibels in either ear. The use of any hearing aid to comply with the medical standards is unacceptable. Any disease or condition, which interferes with the ability to hear, may be considered disqualifying. Cases will be reviewed on a case-by-case basis by the COTR.

4. Detention Officers shall not have heart, lung, skeletal, or other physical defects that would impair their ability to perform effectively in either normal or emergency situations.
5. Detention Officers shall possess unimpaired use of hands, arms, legs, and feet. Detention Officers shall be able to run when necessary and be capable of handling portable fire extinguishers, building fire hoses, and related equipment.
6. Detention Officers shall wear all contractor-issued necessary equipment, and/or other protective items.
7. Officers shall be mentally alert and emotionally stable with an absence of detectable neurotic or psychoneurotic conditions that would affect their ability to act during a stressful situation involving mental stress.
8. As required by the Occupational Safety and Health Administration, 29 CFR, Part 1910.1035 (Occupational Exposure to Tuberculosis), all employees in occupations with high-risk exposure are required to have a TB Skin Test completed annually. The Contractor shall accomplish a baseline test on all newly hired employees. Each employee must have a TB Skin Test Certificate prior to entering on his/her first day of duty. The Contractor shall be responsible for re-testing of employees annually.
9. The Contractor shall report immediately any changes to (1) through (8) above, in a Detention Officer's health status to the COTR. If the COTR determines that Contractor employees do not meet minimum health standards, the Contractor's employee must undergo a "Fitness for Duty" examination at no cost to the Government.

#### **D. Random Drug Testing**

The Contractor shall have a random drug-screening program. ICE may require drug screening for cause at any time. The Contractor shall order and accomplish drug screening at the Contractor's expense. A laboratory approved by the National Institute of Drug Abuse (NIDA) must perform the screening. The Contractor shall provide the results of all such drug screening to the COTR within 24 hours after receipt.

#### **E. Contraband Program and Inspection**

A contraband control program shall be established in accordance with ICE National Detention Standards and the ACA standards on the control of contraband.

The Contractor's employees are subject to random contraband inspection in accordance with facility standards and policies. ICE may require contraband screening and inspection for cause at any time. Upon notification of a violation by the COTR, the Contractor shall immediately remove the employee from performing duties under this contract. The Contractor shall revoke employees' credentials, complete required disposition and immediately notify the COTR when the employee is removed from duty.

#### **F. Removal from Duty**

- a. If the COTR or the Contractor receives and confirms disqualifying information concerning a Contractor employee, the Contractor shall, upon notification by the COTR, immediately remove the employee from performing duties under this contract. The Contractor shall revoke the employee's identification credentials and complete any required dispositions. The Contractor shall immediately notify the COTR when the employee is removed from duty. Disqualifying information includes but is not limited to the following:
  1. Conviction of a felony, a crime of violence, domestic violence, or a serious misdemeanor.
  2. Possessing a record of arrests for continuing offenses.
  3. Falsification of information entered on suitability forms.
  4. Non-payment of court ordered payments (child support, liens, etc.) or excessive delinquent debt as determined by credit check.
  5. Misconduct or negligence in prior employment which would have a bearing on efficient service in the position in question, or would interfere with or prevent effective accomplishment by the employing agency of its duties and responsibilities.
  6. Alcohol abuse of a nature and duration which suggests that the applicant or appointee would be prevented from performing the duties of the position in question or would constitute a direct threat to the property or safety of others.

7. Illegal use of narcotics, drugs, or other controlled substances, without evidence of substantial rehabilitation.
  8. Introduction of contraband into or unto the facility.
- b. ICE may direct the Contractor to remove any employee who has been disqualified either for security reasons or for being unfit to perform his/her duties as determined by the COTR or the Contracting Officer. The Contractor shall take action immediately and notify the COTR when the employee is removed from duty.

A determination of being unfit for duty may be made from, but is not limited to, incidents of delinquency set forth below:

1. Violation of the Rules and Regulations Governing Detention facilities set forth in ICE Publications entitled "Detention Officer Handbook";
2. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3;
3. Neglect of duty, including sleeping while on duty, loafing, unreasonable delays or failures to carry out assigned tasks, conducting personal affairs during official time, leaving post without relief, and refusing to render assistance or cooperate in upholding the integrity of the security program at the work sites;
4. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records;
5. Theft, vandalism, immoral conduct, or any other criminal actions;
6. Possessing, selling, consuming, or being under the influence of intoxicants, drugs, or substances which produce similar effects;
7. Unethical or improper use of official authority or credentials;
8. Unauthorized use of communication equipment or Government property;
9. Misuse of equipment or weapons;
10. Violations of security procedures or regulations;
11. Recurring tardiness;
12. Possession of alcohol, illegal substances, or contraband while on duty;
13. Undue fraternization with detainees as determined by the COTR;
14. Repeated failure to comply with visitor procedures as determined by the COTR;
15. Performance, as determined by investigation by the Contracting Officer, involving acquiescence, negligence, misconduct, lack of diligence, good judgment, and/or good common sense resulting in, or contributing to, a detainee escape;
16. Failure to maintain acceptable levels of proficiency or to fulfill training requirements;
17. Changes in an employee's ability to meet the physical and/or mental health requirements of this contract;
18. Contractor employee who is under investigation by any law enforcement agency will be removed from duties pending outcome of the disposition.

At the direction of the COTR, the Contractor shall reassign contractor employees who have been arrested or who have alleged misconduct to duties that do not permit direct contact with detainees pending the disposition of the charges. Any alleged misconduct shall be reported immediately to the COTR. If such reassignments are not available, the Contractor shall remove the employee from work under this contract and other ICE contracts.

#### **G. Tour of Duty Restrictions**

The Contractor shall not utilize any uniformed contractor employee to perform duties under this contract for more than 12 hours in any 24-hour period, and shall ensure that such employees have a minimum of eight (8) hours off between shifts. Authorization is required from the COTR prior to an employee performing services that exceed 12 hours. If an employee is performing other duties for either the Contractor or another employer, those hours shall count against the 12-hour limitation.

#### **H. Dual Positions**

A contractor employee shall not hold the position of Detention Officer and Supervisory Detention Officer simultaneously. In the event that Supervisory Detention Officer is not available for duty, the Contractor shall provide

a full-time supervisor as a replacement. The COTR will document and refer to the Contracting Officer failure of the Contractor to provide necessary personnel to cover positions.

**I. Post Relief**

As indicated in the post orders, the Detention Officer shall not leave his post until relieved by another Detention Officer. When the Contractor or Contractor's Supervisors authorize rest or relief periods, the Contractor shall assign undesignated officers to perform the duties of the Detention Officers on break.

**J. Personnel Files**

The Contractor shall maintain a system of personnel files, and make all personnel files available to the CO and the COTR upon request. These files shall be maintained and current for the duration of the employee's tenure under the contract. The files shall contain verification of training and experience and credentials for all the staff.

**K. Uniform Requirements**

These requirements apply to Supervisory Detention Officers and Detention Officers who perform work under the contract.

**1. Uniforms:**

The Contractor shall provide uniforms to its employees. The design and color of the Contractor's uniforms, patches, badges, and other identifiable markings shall not be similar in color or style to those worn by ICE officers. All officers performing under this contract shall wear uniforms of the same style and color while on duty. Lettered breast badges and cap insignia must indicate the rank of authority and be prominently displayed as part of each uniform. A shoulder patch on the left shoulder should distinctly identify the Contractor. The officer shall not wear any other identification of the Contractor on the uniform. Each officer shall wear an identification nametag over the right breast shirt pocket.

Uniforms and equipment do not have to be new, but shall be in good condition and meet the standards at start of duty. Officers not in proper uniform shall be considered "not ready for duty/not on duty" until properly uniformed. All uniforms shall be clean, neat, and in good order. Uniforms that are frayed, stained, faded or considered too worn by the COTR shall be replaced by the Contractor.

The complete uniform consists of seasonal attire that includes appropriate shirt, pants, belt (mandatory), cap (mandatory), jacket, shoes or boots (mandatory), duty belt, mini-mag flashlight and holder, handheld radio, handcuff holder, and key-holder. The Contractor shall ensure that each officer has a complete uniform. Contractor employees performing duties under this contract shall use contractor-issued uniforms and equipment only.

Prior to the contract performance date, the Contractor shall document to the COTR the uniform and equipment items that have been issued to each employee. The COTR shall approve or disapprove any uniform apparel. The Contractor shall provide a submittal of the uniform or any uniform changes to the COTR for approval.

**2. Identification Credentials:**

The Contractor shall ensure that all employees both uniformed and non-uniformed (if applicable) have the required identification credentials in their possession while on the premises. The Contractor identification credential document shall contain the following:

- a. A photograph that is at least one inch square that shows the full face and shoulders of the employee and is no more than 30 days old when the Contractor issues the credential.
- b. A printed document that contains personal data and description consisting of the employee's name, sex, birth date, height, weight, hair color and eye color, as well as the date of issuance, the signature of the employee, and the signature of project manager or designated Contractor personnel.
- c. To avoid the appearance of having Government-issued badges, the Contractor shall not possess wallet type badges or credentials. The COTR or other ICE-designated official shall approve all credentials.

**L. Permits and Licenses**

**1. Business Permits and Licenses**

The Contractor must obtain all required permits and licenses by the date of contract award. The Contractor must (depending on the state's requirements) be licensed as a qualified security service company in accordance with the requirements of the district, municipality, county, and state in which ICE work site(s) is/are located.

Throughout the term of this contract, the Contractor shall maintain current permits/business licenses and make

copies available for Government Inspection. The Contractor shall comply with all applicable federal, State, and local laws and all applicable Occupational Safety and Health Administration (OSHA) standards.

## **2. Licensing of Employees**

Before reporting to duty on this contract, the Contractor shall ensure each employee has registration, commissions, permits, and licenses as required by the district, municipality, county, and state in which ICE work site is located. The Contractor shall verify all licenses and certifications. If applicable, all Contractor staff shall possess a current license/registration, in the state in which they are practicing.

## **3. Jurisdiction**

The Contractor's authority under this contract is limited to space or posts that are under the charge and control of ICE. The Contractor will not extend his services into any other areas.

## **M. Encroachment**

Contractor employees shall not have access to Government equipment, documents, materials, and telephones for any purpose other than as authorized by COTR. Contractor employees shall not enter any restricted areas of the processing centers unless necessary for the performance of their duties.

## **N. Work Schedules**

The Contractor shall follow the criteria described below when establishing work schedules, contact relief, rest periods, and starting and stopping work.

### **1. Post Work Schedules**

One week in advance, the Contractor shall prepare Supervisory and Detention Officer work schedules, for a two-week period, and shall post them in work areas or locker rooms. A manpower report shall be submitted to the COTR on a monthly basis. Schedules shall be prepared on a form designated by ICE. Changes in duty hours shall also be posted on this form in sufficient time to ensure 24-hour advance notice. By noon each day, the Contractor shall provide the COTR the duty roster showing all assignments for the following day. At the completion of each shift, the Contractor shall also provide an employment report listing (copies of the sign-in sheets [GSA Form 139, Record of Arrival and Departure from Buildings during Security Hours] for each shift) for each employee who actually worked, work classification, post assignments, and hours worked, as well as total hours worked by supervisory and non-supervisory employees to the COTR. Contract Supervisor shall conduct regular post checks to ensure personnel are prepared to be on duty. When a contractor employee is not being utilized at a given post, the Contractor at the direction of the COTR or ICE Supervisor on Duty may reassign him/her to another post.

### **2. Starting and Stopping Work**

The Contractor is responsible for all employees to be dressed in full uniform and ready to begin work promptly at the beginning of each shift. Each employee shall remain at the duty locations until the shift is completed. The Contractor shall provide, to ICE COTR, documentation certifying that each contractor employee has been issued approved uniforms and equipment prior to EOD.

### **3. Recording Presence**

The Contractor shall direct its employees to sign in when reporting for work, and to sign out when leaving at the end of their period of duty. The Contractor's supervisory and regular personnel are required to register at the applicable work site(s) and shall use GSA Form 139, Record of Arrival and Departure from Buildings during normal duty hours or other forms designated by ICE. The Government shall specify the registration points, which will be at the protected premises, and the Contractor must utilize those points for this purpose. Detention Officers, working as Supervisors, shall make the designation "Supervisor" in the rank column on GSA Form 139, Record of Arrival and Departure from Buildings during normal duty hours, or other forms designated by ICE; all others will enter "On Duty." The applicable post or position numbers may be entered in the "relief" column after mutual concurrence between ICE and the Contractor.

Each line on GSA Form 139, Record of Arrival and Departure from Buildings during normal duty hours, or other forms designated by ICE must be completed in chronological order, without exception. Lines may not be left blank between signatures. If an entire line is used to enter a calendar date to separate individual workdays, a one-line limit for each date entered will be followed. Erasures, obliterations, superimposed, or double entries of any type on any one line are unacceptable and will not be processed for payment. If errors

are made in signatures, times, post numbers, or duty status on this form, the next line immediately following the line containing such errors, will be used to record all corrected information. A single line will be drawn through the entire line on which such mistakes appear. The Contractor must attach a detailed memorandum explaining the reasons for the mistakes to each form containing erroneous entries.

**4. Rest Periods**

When the Contractor, or a contract supervisor, authorizes rest and relief periods for the contractor employees, a substitute officer shall be assigned to the duty location.

**5. Work Relief**

When the work assignments require that the Contractor’s employees do not leave the assigned duty locations until a substitute officer has provided relief, this condition shall be explicitly stated on GSA Form 2580, Guard Post Assignment Record, or other forms designated by ICE COTR. The Contractor shall enforce the procedure without exceptions.

**SUBSECTION 3 - TRAINING**

Detention Officers shall not perform duties under this contract until they have successfully completed all initial training and the COTR receives written certification from the Contractor. Any remuneration or pay due to the Contractor employee in accordance with U.S. Department of Labor regulations for any training time is the responsibility of the Contractor. Alternative or e-training techniques, unless approved in writing by the CO via the COTR, shall not be used. The training site shall be provided at no additional cost to the Government.

**A. General Training Requirements**

All employees must have the training described in the most current American Correctional Association (ACA) Standards and in this subsection. Any remuneration (pay) due Contractor employees in accordance with Department of Labor regulations for any training time is the responsibility of the Contractor. The Contractor shall provide the required refresher courses or have an institution acceptable to the COTR to provide the training. Failure of any employee to complete training successfully is sufficient reason to disqualify him or her from duty.

All new Detention Officers will receive 60 hours of basic training, not to include firearms, and 40 hours of on-the-job training prior to entering on duty. The Contractor’s Training Officer will be responsible for administering an on-the-job training program for new employees. A senior Detention Officer, at all times during this latter 40-hour period, must accompany the Detention Officers. The Contractor’s Training Officer shall send a copy of the documentation to the COTR upon successful completion of the employee’s on-the-job training.

In addition, after completion of the first 100 hours of training, the Contractor has 60 days to complete an additional 40 hours of training. During the remainder of the first year on duty, the officer will have an additional 40 hours of training for a total of 180 hours within the first year of employment. The training program must directly relate to the employee’s assigned position and afford application of necessary job skills.

**1. Basic Training Subjects**

Employees must complete the following list of basic training subjects. The course title is followed by the estimated hours of training for that subject and shall be in accordance with the ACA and ICE National Detention Standards.

- a. In-service Orientation/Social Diversity 2 HRS
- b. Counseling Techniques/Suicide Prevention 2 HRS
- c. Conduct/Duties/Ethics and Courtroom Demeanor 2 HRS
- d. Bomb Defense and Threats 1 HR
- e. Telephone Communications/Radio Procedures 1 HR
- f. Fire and other Emergency Procedures 2 HRS
- g. Treatment and Supervision of Detainees 2 HRS
- h. ICE Use of Force Policy 2 HRS
- i. Security Methods/Key Control/Count 1 HR
- j. Procedures/Observational Techniques 4 HRS
- k. EEO/Sexual Harassment 2 HRS

l. Detainee Escort Techniques	1 HR
m. ICE Paperwork/Report Writing	2 HRS
n. Detainee Searches/Detainee Personal Property	4 HRS
o. Property/Contraband	2 HRS
p. Detainee Rules and Regulations	2 HRS
q. First Aid*	4 HRS
r. Cardiopulmonary Resuscitation (CPR)*	4 HRS
s. Blood-borne Pathogens*	2 HRS
t. Self Defense	8 HRS
u. Use of Restraints	6 HRS
v. Sexual Abuse/Assault Prevention and Intervention*	2 HRS
w. National Detention Standards	2 HRS
x. Firearm Training	**

*All training shall be conducted in a classroom or on-the-job training environment and shall be in accordance with ACA and National Detention Standards. On-line training is specifically prohibited to meet these requirements, unless approved in writing by the COTR.*

*\* Critical Training Subjects.*

*\*\* Firearm Training for Detention Officers who are required to provide Armed Transportation shall be in accordance with state licensing requirements. The Contractor shall certify proficiency every quarter.*

**2. Refresher Training**

Every year the Contractor shall conduct 40 hours of Refresher Training for all Detention Officers including Supervisory Detention Officers. Refresher training shall consist of these critical subjects listed above and a review of basic training subjects and others as approved by ICE.

The Contractor shall coordinate re-certification in CPR and First Aid with the ICE training staff. This training shall be provided at no cost to the Government. Annually, upon completion, the Contractor shall provide documentation of refresher training to the COTR.

In addition to the refresher training requirements for all Detention Officers, supervisors must receive refresher training relating to supervisory duties.

**3. On-the-Job Training**

After completion of the minimum of 60 hours basic training, all Detention Officers will receive an additional 40 hours of on-the-job training at specific post positions. This training includes:

- a. Authority of supervisors and organizational code of conduct.
- b. General information and special orders.
- c. Security systems operational procedures.
- d. Facility self-protection plan or emergency operational procedures.
- e. Disturbance Control Team training.

**4. Training During Initial 60-Day Period**

The Contractor shall provide an additional 40 hours of training for Detention Officers within 60 days after completion of first 100 hours of training. The Contractor shall provide the training format and subjects, for approval by the COTR, prior to the commencement of training.

**5. Basic First Aid and CPR Training**

All members of the Contractor’s security staff shall be trained in basic first aid and CPR. They must be able to:

- a. Respond to emergency situations within four minutes.
- b. Perform cardiopulmonary resuscitation (CPR).
- c. Recognize warning signs of impending medical emergencies.

- d. Know how to obtain medical assistance.
- e. Recognize signs and symptoms of mental illness.
- f. Administer medication.
- g. Know the universal precautions for protection against blood-borne diseases.

**B. Supervisory Training**

All new Supervisory Detention Officers assigned to perform work under this contract must successfully complete a minimum of 40 hours of formal supervisory training provided by the Contractor prior to assuming duties. This training is in addition to mandatory training requirements for Detention Officers. Supervisory training shall include the following management areas:

1. Techniques for issuing written and verbal orders	2 HRS
2. Uniform clothing and grooming standards	1 HR
3. Security Post Inspection procedures	2 HRS
4. Employee motivation	1 HR
5. Scheduling and overtime controls	2 HRS
6. Managerial public relations	4 HRS
7. Supervision of detainees	4 HRS
8. Other company policies	4 HRS

Additional classes are at the discretion of the Contractor with the approval of the COTR.

The Contractor shall submit documentation to the COTR, to confirm that each supervisor has received basic training as specified in the basic training curriculum.

**C. Proficiency Testing**

The Contractor shall give each Detention Officer a written examination consisting of at least 25 questions after each classroom-training course is completed. The Contractor may give practical exercises when appropriate. The COTR shall approve the questions before the Contractor can administer the examination. To pass any examination, each officer must achieve a score of 80% or better. The Contractor must provide the COTR with the eligible Detention Officer's completed exam before the Detention Officer may be assigned to duties under the contract. Should an employee fail the written test on the initial attempt, he or she shall be given additional training by the Contractor and be given one additional opportunity to retake the test. If the employee fails to complete and pass the test the second time, the Contractor shall remove the employee from duties on this contract.

**D. Certified Instructors**

Certified instructors shall conduct all instruction and testing. A state or nationally recognized institution shall certify instructors unless otherwise approved in writing by the COTR. Certifications of instructors may be established by documentation of past experience in teaching positions or by successful completion of a course of training for qualifying personnel as instructors. The COTR must approve the instructor prior to the training course.

**E. Training Documentation**

The Contractor shall submit a training forecast and lesson plans to the COTR or ICE designee, on a monthly basis, for the following 60-day period. The training forecast shall provide date, time, and location of scheduled training and afford the COTR observation/evaluation opportunity.

The Contractor shall certify and submit the training hours, type of training, date and location of training, and name of the instructor monthly for each employee to the COTR or ICE designee.

## **SUBSECTION 4 – FACILITY SECURITY AND CONTROL**

### **A. Security and Control (General)**

The Contractor shall maintain a copy of ICE post orders for employee review within the areas of assignment, and shall initiate responses to any incidents as outlined in the post orders. The Contractor employees shall write reports of incidents as outlined in the post orders.

The Contractor shall operate and control all designated points of access and egress on the site such as: detainee housing units, pods, barracks, courtrooms, medical facilities, and hold rooms. The Contractor shall inspect all packages carried in or out of site in accordance with ICE procedures. The Contractor shall comply with ICE security plans.

The Contractor shall comply with all ICE Detention Standards pertaining to the security and control of the detention facilities. The Contractor will adhere to local operating procedures within each facility.

### **B. Unauthorized Access**

The Contractor shall detect and detain persons attempting to gain unauthorized access to ICE site(s) identified in this contract.

### **C. Direct Supervision of Detainees**

The Contractor shall provide supervision of all detainees in all areas, including supervision in detainee housing and activity areas, to permit Detention Officers to hear and respond promptly to emergencies. The Contractor shall assign a minimum of one officer to monitor each occupied housing unit. This position is separate from the housing control post.

### **D. Log Books**

The Contractor shall be responsible to complete and document in writing, for each shift, the following information in the logbooks:

1. Activities that have an impact on the detainee population (e.g., detainee counts, shakedowns, detainee movement in and out of the site, and escorts to and from court).
2. Shift activities (e.g., security checks, meals, recreation, religious services, property lockers, medical visits).
3. Entry and exit of persons other than detainees, ICE staff, or Contractor Staff (e.g., attorneys and other visitors).
4. Fire drills and unusual occurrences.

### **E. Records and Reports**

The Contractor shall furnish, on a daily basis, a manifest of all detainees currently detained in the facility. The manifest shall contain the following information for each detainee: "A" File Number (system of numbering supplied by ICE); office receive from; name; date of birth; gender; nationality; date of arrival; number of days the detainee has been in the facility; and type of release, if applicable. The manifest shall be transmitted in a Microsoft Excel format.

The Contractor shall provide monthly status reports to the COTR or ICE designee. Such reports will include a monthly key indicator report, which indicates the key personnel positions of the facility (e.g., position title, name of the employee, vacancies and length of vacancies, dates of service, additional comments). These monthly reports must be submitted to the COTR or ICE designee by the fifth of each month for the previous month's activities and staffing.

The Contractor shall prepare required orders, instructions, and reports of accidents, security violations, fires, and bomb threats. The reports shall be maintained, on file, concerning all activities in connection with duties and responsibilities for the services performed under this contract. All such records must be kept using a system with a written policy, which allows the reports to be made available to the Government for inspection.

The Contractor shall, at the request of ICE, prepare any special or other reports, or issue further orders and instruction as may be required in support of work within the scope of this contract. The distribution, format, and time elements for these reports shall be directed by Government requirements.

**F. Detainee Counts**

The Contractor shall monitor detainee movement and physically count detainees as directed in ICE Operations Manual and post orders. (For the ICE Detention Operations Manual, please see <http://www.ice.gov/pi/dro/opsmanual/>) The Contractor shall be responsible for documenting the physical detainee counts in the logbook. The Contractor shall ensure ICE procedures are followed when the physical detainee count does not show all detainees are accounted for. At a minimum, official detainee counts shall take place once per shift or as directed by the COTR or ICE designee. All counts shall be documented in separate logs maintained in the applicable locations where detainees are housed, control center, and shift supervisor's office and shall be maintained for a minimum of 30 days.

**G. Daily Inspections**

The Detention Officers shall conduct daily inspections of all security aspects of ICE site. They shall check all bars, locks, windows, walls, floors, ventilation covers, glass panels, access plates, protective screens, doors, lights, and equipment for operational wear and detainee tampering. The Detention Officers shall also report slippery floor surfaces. This documentation shall be made daily in ICE logbooks and on "Work Request Forms" provided by ICE. Problems discovered during these inspections shall be clearly identified in the documentation.

The Contractor shall also notify the COTR of any abnormalities or problems. The Contractor shall immediately notify the COTR or ICE designee on duty of any physical facility damage. Written documentation of these inspections shall be submitted to the COTR by the end of the shift.

**H. Control of Contraband**

The Contractor shall conduct searches for contraband at least once daily, in all areas in which detainees have access. Searches shall be random and unannounced. During the searches, detainee possessions shall be disturbed as little as possible. Contraband items shall be immediately confiscated, logged into the Contraband logbook in accordance with National Detention Standards, and turned over to the ICE Supervisor on duty. The Contractor shall document records of the searches in ICE logbooks and forward a report to the COTR within 24 hours after discovery of the contraband items.

**I. Keys and Access Control Devices**

The Contractor shall adhere to key control policies, in accordance with ICE National Detention Standards. The Contractor is responsible for all devices issued to them for ICE buildings, gates, and locks. The Contractor shall sign and acknowledge receipt of these devices. The Contractor shall follow ICE procedures that include, but are not limited to, the following:

1. Security keys and access control devices shall not be removed from the site.
2. Notify ICE first line supervisor immediately if a key or locking mechanism is compromised or lost.
3. Emergency keys shall be available in the main control center.

Entrance Access Controls: The Contractor shall operate and enforce the personnel admitting and identification systems, and package inspection procedures in accordance with security guidelines at the protected premises prescribed by ICE National Detention Standards.

The Contractor shall accept registered mail and parcels, in accordance with ICE-approved procedures. The Contractor shall be responsible for the distribution of all received mail and parcels.

**J. Control of Chemicals**

The Contractor shall adhere to ICE National Detention Standards, ACA, and OSHA established procedures, applicable laws, and regulations governing the storage and inventory of all flammable, toxic, and caustic materials used for janitorial cleaning, laundry maintenance, vehicle maintenance, and other applications.

**K. Post Orders**

ICE will provide post orders, policies and procedures, and instructions necessary for proper performance at each duty location. The Contractor shall acknowledge the post orders, policies, procedures, and instructions and implement them immediately. Each post will have a separate post order. The Contractor is responsible for compliance with all such orders, policies and procedures, and instructions.

The Contractor shall make post orders available to all Contractor employees. Each Detention Officer shall certify, in writing, that he or she understands and agrees to comply with all post orders, policies and procedures, and instructions prior to being initially assigned to that post. The Contractor shall retain Detention Officer Certifications and make them available to the COTR upon request.

**L. Deviation from Prescribed Schedule Assignments**

The Contractor is authorized to deviate from the scheduled assignment when unusual conditions or circumstances so demand, and if prior approval is received from the COTR. All deviations shall be recorded in the daily logbook. When the COTR is not available, the Contractor shall notify ICE Supervisor on duty immediately or as soon as is practically possible.

**M. Use of Force Policy**

ICE restricts the use of physical force by Detention Officers to instances of justifiable self-protection, protection of others, and protection of property and prevention of escapes. Physical force may only be used to the degree necessary to safeguard the well being of the detainee(s) and others in the immediate area. The following policies pertain to use of force:

1. In no case shall physical force be used as punishment or discipline.
2. The Contractor shall adhere to ICE Policy Statement on the use of deadly and non-deadly force to include the use of intermediate and deadly weapons.
3. The responsible Detention Officer(s) shall immediately report all instances of use of physical force to the ICE Supervisor on duty. Prior to leaving his or her shift, the Officer(s) shall prepare a written report and submit it to the Supervisory Detention Officer. The Project Manager shall review, approve, and provide the report to the COTR and ICE Supervisor on duty within 24 hours of the incident.
4. The physical force report shall include:
  - a. An accounting of the events leading to the use of force.
  - b. A precise description of the incident to include date, time, place, type of force used, and reasons for employing force.
  - c. A description of the person (Detention Officers or detainees) who suffered described injuries, if any, and the treatment given.
  - d. A list of all participants and witnesses (Contractor, detainees, and ICE personnel) to incident.

**N. Use of Restraints Policy**

The Contractor shall comply with ICE written policy and procedures governing the use of restraint equipment. Restraints shall never be applied as punishment for more time than is necessary. Restraints shall be used only as a precaution against escape during transfer to prevent detainee self-injury, injury to others, property damage, or for medical reasons under direction of the Health Authority. Restraints consist of handcuffs, waist restraints, and leg restraints. When directed by the COTR, the Detention Officer may use Government-provided disposable nylon straps in lieu of handcuffs or leg restraints in emergencies, mass arrest situations, or if a detainee's wrists or ankles are too large for conventional restraints. ICE prohibits the Contractor from using all other restraint devices.

**O. Intelligence Information**

The Contractor shall notify the ICE Supervisor on duty immediately on issues, which could impact the safety, security, and the orderly operation of the facility. The Contractor shall adhere to the requirements contained in the ICE National Detention Standards for Funds and Personal Property.

**P. Lost and Found**

The Contractor shall log and maintain all lost and found articles and shall report all items to the ICE Supervisor on duty.

**Q. Escapes**

The Contractor assumes absolute liability for the escape of any detainee in its control. The Contractor shall take all appropriate measures to prevent escapes. The Contractor shall notify the COTR and ICE Supervisor on duty

immediately if an escape or an attempted escape has occurred. The Contractor shall provide the COTR with a written report prior to the end of the shift. The Contractor shall be held to the following standards concerning escapes:

1. The Contractor shall provide written policies and procedures regarding the actions to be taken in the event of an escape. This document must include reporting requirements for all contractor employees, escorts, supervisors, and management personnel. These procedures must meet the approval of the COTR, be reviewed at least annually, and updated as necessary.
2. Escapes shall be grounds for removing the responsible Contractor employee(s) from duty if the Contractor employee(s) is/are determined by the Contractor or the COTR to be negligent. Notice of removal shall be provided to the Contracting Officer.
4. Corrective actions to prevent future escapes or attempted escapes shall be taken immediately and verbally communicated to the COTR for approval. A written report of the remedial action shall be due to the COTR within 24 hours of an escape or attempted escape.
5. An escape is deemed an egregious violation of any applicable National Detention Standard and subject to an expedited processing of a Contract Discrepancy Report resulting in a deduction or withholding.

#### **R. Detainee Funds, Valuables, and Personal Property**

In accordance with ICE Detention Standards, the Contractor will provide for the control and safeguarding of detainees' personal property. This will include: the secure storage and return of funds, valuables, baggage, and other personal property; a procedure for documentation and receipting of surrendered property; and the initial and regularly scheduled inventories of all funds, valuables, and other property.

#### **S. Admission and Release of Detainees**

In accordance with ICE Detention Standards, the Contractor will provide for the admitting and releasing of detainees to protect the health, safety, and welfare of each individual. During the admissions process, detainees undergo screening for medical purposes, have their files reviewed for classification purposes, submit to a standard body search, and are personally observed and certified regarding the examination, categorization, inventorying, and safeguarding of all personal belongings. This shall include fingerprinting of detainees.

#### **T. Detainee Classification**

In accordance with ICE National Detention Standards, the Contractor will appropriately classify each detainee prior to placement into a housing unit. The Contractor will periodically re-classify detainees, in accordance with the ICE Detention Standards.

#### **U. Correspondence and Other Mail**

In accordance with ICE National Detention Standards, the Contractor will ensure that detainees are able to send and receive correspondence in a timely manner subject to limitations required for the safety, security, and orderly operation of the facility. The Contractor shall distribute detainee mail within 24 hours of its arrival at the facility.

### **SUBSECTION 5 - DETAINEE RIGHTS, RULES, DISCIPLINE, AND PRIVILEGES**

The Contractor shall supervise, observe, and protect detainees from personal abuse, discrimination, corporal punishment, personal injury, property damage, harassment, or violation of detainees' civil rights. Contract personnel shall adhere to ICE policies, procedures, and national detention standards.

In accordance with ICE Detention Standards, the Contractor shall permit detainees to: access the law library, legal materials, facilities, and equipment; have document copy privileges; and have the opportunity to prepare legal documents.

### **SUBSECTION 6 – DETAINEE WORK DETAILS**

The Contractor shall supply sufficient Detention Officers to monitor and control detainee work details. Unless approved by the COTR, these work details must be within the security perimeter. Detainee work details consist of cleaning and other duties as assigned by the COTR. It will be the sole responsibility of ICE to determine whether a

detainee will be allowed to perform on voluntary work details and at what classification level. All detainees shall be searched when they are returned from work details.

## **SUBSECTION 7 – HEALTH, SAFETY, AND EMERGENCY STANDARDS**

### **A. Disturbances and Safety**

The Contractor shall comply with ICE written plans, policies, and procedures that specify actions to be followed in emergencies. The Contractor shall ensure that ICE emergency plans and procedures are accessible at all posts. The Contractor shall establish and maintain a Disturbance Control Team in accordance with ICE guidelines. The Contractor shall divert its Detention Officers from their normal duties to control emergencies. Emergency situations include the following: detainee disturbances, taking of hostages, and evacuation of the site including the medical unit, fires, and acts of nature.

The Contractor shall report all criminal activity related to the performance of this contract to the appropriate law enforcement investigative agency and to the COTR. The Government may investigate any incident pertaining to performance of this contract. The Contractor shall cooperate with the Government on all such investigations

The Contractor shall document disturbances and immediately report all serious incidents to the ICE Supervisor on duty as well as provide a report to the COTR. Serious incidents include, but are not limited to the following: activation of disturbance control team(s); disturbances (including gang activities, group demonstrations, food boycotts, work strikes, work-place violence, civil disturbances/protests); staff use of force including use of lethal and less-lethal force (includes detainees in restraints more than eight hours); assaults on staff/detainees resulting in injuries requiring medical attention (does not include routine medical evaluation after the incident); fights resulting in injuries requiring medical attention; fires; full or partial lock down of the facility; escape; weapons discharge; suicide attempts; deaths; declared or non-declared hunger strikes; adverse incidents that attract unusual interest or significant publicity; adverse weather (e.g., hurricanes, floods); fence damage; power outages; bomb threats; high profile detainee cases admitted to a hospital; significant environmental problems that impact the facility operations; transportation accidents (airlift, bus, etc.) resulting in injuries, death, or property damage; and sexual assaults.

Pursuant to ICE instructions, the Contractor shall counteract civil disturbances, attempts to commit espionage or sabotage, and other acts that adversely affect the normal site conditions, the security and safety of personnel, property, detainees, and the general public.

### **B. Evacuation Plan**

The Contractor shall comply with the written ICE National Detention Standards regarding evacuation and alternate staging plans for use in the event of a fire or major emergency.

### **C. Injury, Illness, and Reports**

The Contractor shall immediately assist employees, detainees, or others on the premises in need of immediate help or who are injured or ill. Contractor employees shall provide first aid when necessary.

The Contractor shall immediately notify the ICE Supervisor on duty about all incidents that result in physical harm to or threaten the safety, health, or welfare of any person at the site including job-related injuries. If a detainee requires immediate medical attention, the Detention Officer shall notify the medical provider as well as the ICE Supervisor on duty.

The Contractor shall submit a follow-up written report to the COTR within 24 hours of the occurrence. The Contractor shall cooperate with ICE in reviewing serious incidents. A serious incident means any incident resulting in injury to a detainee, Contractor staff, ICE staff, or property damage.

The Contractor shall submit a monthly injury report summary containing, but not limited to, name, time/date, location, circumstances, care rendered, current status, Worker's Compensation status, and reference to identification of initial report.

### **D. Protection of Employees**

The Contractor shall comply with ICE comprehensive plans and procedures to safeguard employees against exposure of blood borne pathogens. The ICE plan is based upon OSHA standards found in the Employee Occupational Safety and Health (EOSH) Manual.

**E. Medical Requests**

The Contractor shall adhere to ICE policies and procedures regarding detainee medical requests. If a detainee requires immediate medical attention, the Detention Officer shall immediately notify his or her Supervisor via radio or telephone. The Contractor's Supervisor will, in turn, notify the medical provider as well as the ICE Supervisor on duty.

**F. Hospitalization of Detainees**

Upon order of the COTR or designated ICE officer, or in an emergency situation, the Contractor shall take custody of and safeguard detainee(s) at a hospital or clinic when the detainee(s) are undergoing medical examination. If the detainee is admitted to the hospital, the detainee will remain in the custody of a contractor employee of the same gender. The contractor employee will remain until relieved by another contractor employee. Twenty-four hour custody shall be maintained, with constant visual observation when practicable. The detainees shall not use the telephones unless the Contractor receives prior approval from the COTR. The contractor employees shall not fraternize with clinic/hospital staff or with casual visitors to the clinic/hospital. Detainee visitation is not permitted at the hospital. To prevent any situation, which could result in a breach of security, requests for visitation while the detainee is in detention, including hospital detention shall be pre-approved by the COTR(s) prior to allowing access to the detainee. The Contractor is obligated to relay messages as requested by the detainee to the COTR.

**G. Emergency Medical Evacuation**

The Contractor shall comply with ICE written policies and procedures for emergency medical evacuation of detainee(s) from within the facility.

**H. Provide for the Special Needs of the Female Detainee Population**

If applicable, the Contractor shall provide programs and services to meet the special needs of the female detainee population, including the provision of feminine hygiene products for the female detainee population.

**I. Managing Detainee Death or Injury**

The Contractor shall comply with ICE National Detention Standards regarding Terminal Illness, Advanced Directives, and Death in the event of a detainee injury or death. In the event of a detainee death, the Contractor shall immediately notify the COTR or ICE designated official and submit a written report within 24 hours. The Contractor shall fingerprint the deceased. Staff members performing the fingerprinting shall date and sign the fingerprint card to ensure that a positive identification has been made and file the card in the detainee's file. Personal property of the deceased shall be inventoried and forwarded to the designated family member, the nearest of kin, or the Consular Officer of the detainee's country of legal residence.

In the event of a detainee death, the Contractor shall notify the coroner of the local jurisdiction to request a review of the case and if necessary perform an examination of the body.

The Contractor shall establish coroner notification procedures outlining such issues as performance of an autopsy, which will perform the autopsy, obtaining state-approved death certificates, and local transportation of the body.

The Contractor, in coordination with the COTR or ICE-designee, shall ensure the body is turned over to the designated family member, the nearest of kin, or the Consular Officer of the detainee's country of legal residence.

**J. Sanitation and Hygienic Living Conditions**

The Contractor shall comply with the requirements of the Occupational Safety and Health Act of 1970 and all codes and regulations associated with 29 CFR 1910 and 1926. The Contractor shall comply with all applicable ICE, federal, state and local laws, statutes, regulations, and codes. In the event there is more than one reference to a safety, health, or environment requirement in an applicable, law, standard, code, regulation, or ICE policy, the most stringent requirement shall apply.

## **SUBSECTION 8 – PROPERTY, EQUIPMENT, AND SUPPLIES**

### **A. General**

The Contractor personnel shall not permit any Government property to be taken away or removed from the premises.

The Contractor shall enact practices to safeguard and protect Government property against abuse, loss, or any other such incidents. Government property shall be used only for official business.

All Government property furnished under this contract shall remain property of the Government throughout the contract term. ICE shall maintain a written inventory of all Government property issued to the Contractor for performance hereunder. Upon expiration of this contract, the Contractor shall render a written accounting to the COTR of all such property. The Contractor shall assume all risk, and shall be responsible for any damage to or loss of Government furnished property used by Contractor employees. Normal wear and tear will be allowed.

The Contractor, upon expiration of services, shall immediately transfer to the COTR, any and all Government property in its possession or in the possession of any individuals or organizations under its control, except as otherwise provided for in this contract. The Contractor shall cooperate fully in transferring property to the successor Contractor. The Government shall withhold final payment until adjustments are made for any lost property.

### **B. Facility, Equipment, Materials, Supplies, and Instructions Furnished by the Government**

The Government will furnish the following property at no cost to the Contractor:

1. Government owned buildings, structures, or office space for the administration of the contract.
2. All equipment used for processing detainees.
3. Copies of the detention standards cited in the PWS and one copy of all pertinent operational manuals prior to starting work under the contract. The Contractor shall be responsible to duplicate these standards for Contractor employees.
4. Post orders at each duty post location and instructions for emergency procedures instructions shall not be removed from the designated post or from the Government site, nor shall they be reproduced or copied in any manner unless the COTR authorizes it in writing. The Contractor's employees shall read and become familiar with the emergency instructions and procedures.
5. Administrative forms, Equal Employment Opportunity, Occupational Safety and Health Administration, Service Contract Act, and Drug Free Posters as required in this contract. As applicable Department of Homeland Security (DHS) work orders will be issued to the Contractor via DHS Form I-203, Order to Detain or Release Alien.

### **C. Equipment, Materials, and Supplies Furnished by the Contractor**

In addition to other items listed in the PWS, the Contractor shall furnish, install, operate, and maintain in acceptable condition all equipment and supplies necessary for performance under this contract including, but not limited to, the following:

1. Office telephones and services, copying machines, fax machines, computer equipment, and typewriters necessary for performing the contract. The Contractor is responsible for installation of conduit and data lines, if necessary.
2. Detention Officers' uniform and equipment but not limited to mini-mag, or comparable size operational flashlight with batteries, belt holder, metal handcuffs and handcuff carrying case in accordance with ICE National Detention Standards for the performance of this contract. Inclement weather apparel appropriate to local conditions.
3. Fully operational communication equipment compatible with ICE communication equipment for each Detention Officer (including relief officers) on duty shall possess a radio. The Contractor's radios shall be compatible with ICE communication equipment, the Motorola XTS3000, Motorola XTS5000 or equivalent to that has direct and immediate contact with all transportation vehicles and post assignments. Contractor shall maintain a serviceable, in stock, back up quantity of radios that is 50 percent of the number of radios required by the Detention Officers.

4. Fully operational personnel protection equipment (PPE) that meets universal protection requirements shall include, but is not limited to, gloves, face masks, ear and eye protection, and civil disturbance-type equipment.
5. Only contractor-issued equipment is allowed in the performance of this contract.

**D. Firearms for Armed Detention Services Furnished by Contractor**

1. The contractor shall provide new firearms and maintain sufficient licensed firearms and ammunition to equip each armed Detention Officer and armed supervisor(s) with a licensed weapon while on duty. Firearms maybe re-issued to new replacement employees throughout the life of the contract as long as the firearm is in serviceable condition.
2. Personal firearms shall not be used. Only contractor-issued equipment is allowed in the performance of this contract. A licensed gunsmith, in writing, shall certify all firearms safe and accurate.
3. Firearms shall be standard police service-type, semi-automatic capable of firing hollow-point ammunition that meets the recommendations of the firearm manufacturer. Ammunition will be factory load only – no reloads. Ammunition will be replaced every year.
4. The Contractor shall provide sufficient ammunition for each armed Detention Officer, including uniformed contract supervisor(s); they shall be issued three full magazines.
5. The Contractor shall account for all firearms and ammunition daily.
6. If any weapons or ammunition are missing from the inventory, the COTR shall be notified immediately.
7. All firearms shall be licensed by the State.
8. Firearms will be inspected by Contractor. This shall be documented by the Project Manager.
9. Loading, unloading, and cleaning of the firearms shall only take place in designated areas.
10. Firearms shall be cleaned and oiled as appropriate to ensure optimum operating conditions.
11. Firearms shall be carried with the safety on, if applicable, with a round in the chamber.
12. The Contractor shall maintain appropriate and ample supplies of firearms' upkeep and maintenance equipment (cleaning solvents, lubricating oil, rods, brushes, patches, and other normal maintenance tools).
13. The Contractor shall provide a complete listing of licensed firearms by serial numbers and by each safe location to the COTR prior to beginning performance under this contract.
14. These lists shall be kept current through the terms of the contract and posted in the firearms' safes.
15. The Contractor shall obtain and maintain on file appropriate State and municipality permits and weapons permit for each officer.
16. A copy of this permit shall be provided to the COTR at least three working days prior to the anticipated assignment date of any individual.
17. The Contractor shall ensure that his/her employees have all permits/licenses in their possession at all times while on Government premises.
18. The Contractor shall provide safes/vaults for storage of firearms and ammunition, for each location where firearms are issued or exchanged, which meet agency requirements and are approved for the storage of firearms and ammunition. The Contractor shall obtain approval from the COTR of all safes/vaults prior to usage.
19. Contract supervisors and guards shall make accurate receipt and return entries on a Firearms and Equipment Control Register.
20. Except when issuing or returning ammunition or firearms, each safe/vault shall remain locked at all times.
21. The Contractor shall be responsible for having the combination of each safe/vault changed at least once every six months, or more often if circumstances warrant.
22. The Contractor certifies firearms training as required by the COTR and the ICE Senior Firearms Instructor.
23. The Contractor shall certify that all armed guards pass the firearms proficiency every quarter.
24. The Contractor shall provide ICE-approved intermediate weapon(s).

**E. Body Armor**

1. The Contractor shall provide body armor to all armed Detention Officers and armed Supervisor(s).
2. Body armor shall be worn while on armed duty.
3. The use of personally-owned body armor is not authorized. Only contractor issued body armor are allowed in the performance of this contract.
4. The body armor shall meet all requirements as set forth in the ICE Body Armor Policy.
5. The Contractor shall procure replacement body armor if the body armor becomes unserviceable, ill-fitting, worn/damaged, or at the expiration of service life.
6. All armed Detention Officers and armed supervisors need to be made aware of the health risks associated with the wearing of body armor in high heat/high humidity conditions and or during strenuous exertion. When Detention Officers and supervisors are required to wear body armor, they shall be provided opportunities to re-hydrate and remove the body armor as necessary.

**F. Detainee Telephone System (DTS)**

The ICE designated DTS-IV vendor will be the exclusive provider of detainee telephones for this Government-owned facility. The DTS-IV contractor shall be allowed to install vending debit machines and shall receive 100 percent of all revenues collected by sale of prepaid debit services. The DTS-IV provider shall be responsible for furnishing all inventory and supply of prepaid debit cards to the Contractor. The DTS-IV provider shall be responsible for the costs incurred for installation of the equipment, any monthly telephone charges incurred from the operation of DTS-IV, and the maintenance and operation of the system. The Contractor will not be entitled to any commissions, fees, or revenues generated by the use of the DTS-IV or the detainee telephones.

The Contractor shall inspect telephones for serviceability, in accordance with ICE policies and procedures. The Contractor will notify the COTR or ICE designees of any inoperable telephones.

**III. PERFORMANCE WORK STATEMENT FOR FOOD SERVICE**

**A. SCOPE**

The objective to this subpart of the contract is to obtain the complete range of full food service operations.

The Contractor shall provide all personnel, supervision, and items and services necessary to perform full food service (including satellite meals and/or sack lunches) at the specified locations, except those specified as Government furnished property or services in this PWS. Contractor tasks include, but are not limited to, the following: menu planning; ordering food and supplies; receipt, storage, inventory and record keeping; food preparation; meal service; dining facility management; cleaning facilities, equipment, and utensils; maintaining quality control; ensuring operator level maintenance and cleaning; and in the event of a contingency (see para. 3.5.1), perform all required tasks to include continued service.

The Contractor shall use any and all approaches, within the constraints of the contract, to effectively and efficiently accomplish the requirements of this PWS in a timely manner, at reasonable cost and maintain American Correctional Association (ACA) compliance and certification.

**B. APPLICABLE DIRECTIVES**

The Contractor shall adhere to the following documents in accordance with paragraph 3.0, Performance Requirements. The requirements of the ACA standards are controlling. If there is a conflict between the ACA Standards and local requirements, the ACA standards shall prevail.

<b>Document Type</b>	<b>No./Version</b>	<b>Title</b>	<b>Location</b>
American Correctional Association (ACA) Manual	4th Edition, Part IV. Care 3-ADLF-4C-01 through 4C-16 3-ALDF-3A-21 through 3A-22	Adult Local Detention Facility (ALDF)	<a href="http://www.aca.org/standards//">www.aca.org/standards//</a>
ALDF Performance Standard: Food Service	4 <sup>th</sup> Edition, Part IV. Care pg 41-45	ALDF	<a href="http://www.aca.org/standards//">www.aca.org/standards//</a>
Detention Operations Manual, also known as the National Detention Standards	Detainee Services Chapter 7 Dated September 20, 2000	Food Service	<a href="http://www.ice.gov/pi/dro/opsmanual">www.ice.gov/pi/dro/opsmanual</a>
USPHS Food Code Manual	1995 Public Health Service Publication No, (FDA) 78-2091	Vending of Food and Beverage	<a href="http://www.cfsan.fda.gov/~dms/fc05-toc.html">www.cfsan.fda.gov/~dms/fc05-toc.html</a>
Local Standard	El Centro SPC	Food Service	El Centro SPC

**C. PERFORMANCE REQUIREMENTS**

The Contractor shall provide the full range of food service operations described below. The Contractor shall provide the necessary timely assistance to meet emergent requirements as requested by the Field Office Director (FOD) or COTR.

**1. Menu Planning**

The Contractor shall develop regular main line menus for a 35-day standard menu cycle and substantially follow the planned menus. Menus must be 3000 plus calories for an adult male who receives recreational activities of one hour a day. A dietitian must certify the menus annually and review the menus semi-annually, ensuring no massive changes were made during these periods. The semi-annual review must be documented in writing and submitted to the COTR for filing. The Contractor shall consider the ethnic diversity of the facility’s detainee population when developing menu cycles. All menus must be submitted to the FOD or designee monthly. The planning and preparation of all meals shall take into consideration food flavor, texture, temperature, and appearance, as well as religious and medical dietary considerations. The Contractor shall develop a “common fare” menu for a 14-day menu cycle to accommodate detainees whose religious dietary needs cannot be met on the main line. The menus are often developed in coordination with chaplains and/or dieticians who provide religious schedules and medical/dietary guidance. Common fare menus also include special menus for the 10 federal holidays. All menus shall satisfy DRO standards and be approved by a certified dietitian.

## **2. Subsistence Ordering, Receipt, Storage, Inventory and Accountability**

The Contractor shall establish requirements for subsistence based on the approved menus and place orders for the food and non-food items used in food service through the Defense Logistics Agency and other authorized vendors. Standard food items shall be ordered weekly. Perishable food items subject to spoilage shall be ordered more frequently.

The Contractor shall receive and account for all delivered food items. The Contractor shall visually inspect the food items received for deterioration or damage and physically check temperatures on all refrigerated and frozen foods. Receiving personnel shall reject all food items that appear damaged or not delivered at the proper temperature.

The Contractor shall place the date of receipt on the packaging and store items in the stockroom upon receipt using the First-In First-Out (FIFO) process. Stored shelf goods shall be maintained at 45 degrees to 80 degrees Fahrenheit, refrigerated foods at 35 degrees to 40 degrees Fahrenheit, and frozen foods at 0 degrees Fahrenheit or below, unless Federal or state health codes specify otherwise.

## **3. Food Preparation**

The Contractor shall obtain foods from the storeroom for each meal and follow the food preparation guidelines. It is recommended that the Contractor use the recipes contained in the Armed Forces World Wide Recipe System. The Contractor shall progressively prepare food items to ensure optimum freshness, flavor, color, texture and nutritional value. Meals shall be prepared, delivered, and served under staff supervision.

Food service workers shall thoroughly wash fruits and vegetables with fresh water before cooking or serving raw.

The Contractor shall taste test all prepared food items with a clean fork or spoon only. Use of a food preparation utensil awaiting washing is prohibited. All taste testing utensils used, unless disposable, must be washed and sanitized after each use.

The Contractor shall cook and serve all food items at the proper temperature to avert any food safety hazard. A temperature test shall be performed and recorded at each meal.

The Contractor shall ensure that all foods are thawed properly.

The Contractor shall ensure that all food items are protected to prevent contamination from dust, insects, rodents, unclean utensils and work surfaces, unnecessary handling, coughs and sneezes, flooding, draining, overhead leakage, and other sources of contamination.

The Contractor shall not use, or serve, any canned food that has abnormal color, taste, or appearance; has passed its expiration date; or which is contained in cans that show abnormalities such as bulging at ends, swelling, or leakage.

The Contractor shall control food preparation in such a manner as to limit leftovers and waste.

The Contractor shall prepare and serve therapeutic diets to detainees according to the orders of the treating clinician or as directed by the responsible health authority official. Prescriptions for therapeutic diets will be specific and complete, furnished in writing to the food service contract manager, and reissued quarterly, as necessary. Therapeutic diets will be kept as simple as possible and should conform as closely as possible to the foods served other detainees. Pregnant women shall only be given therapeutic diets when prescribed by medical authorities. The Contractor shall maintain a therapeutic diet manual in the food services areas for reference and information.

The Contractor shall prepare and serve special diets to detainees according to the written orders of the facility chaplain when required. Written orders for special diets due to adherence to religious dietary laws shall be furnished to the food service contract manager by the facility chaplain and reissued quarterly, as necessary. Special diets shall be kept as simple as possible and should conform as closely as possible to the foods served other detainees. The Contractor shall maintain a special diet roster which indicates the names of the detainees who require special diet meals, and it shall be annotated when they receive the special approved meals.

## **4. Meal Service**

The Contractor shall serve three meals a day, including at least two hot meals, provided at regular times during each 24-hour period. There shall be no more than 14 hours between the evening meal and breakfast. Variations may be allowed, based on weekend and holiday food service demands and emergencies, provided basic nutritional goals are met and the FOD or designee has granted approval. The Performance Requirement Summary (PRS) provides the estimated number of meals. The PRS will be issued as an Amendment to the solicitation.

The Contractor shall clean and clear dining room tables to ensure a neat, clean appearance at all times. Clear, clean, and sanitize surfaces using solutions meeting American Correctional Associations Standards for dining room tables, chairs, or benches at a rate sufficient to ensure tables are cleared and cleaned following each setting.

#### **5. Meal Service – Satellite Service**

The Contractor shall provide meals away from the dining facilities as directed by the FOD or designee. The representative assigned to pick up the satellite service meals shall be required to sign for meals received and this documentation shall be maintained. The Government representative will be responsible for returning all non-expendable equipment and service ware furnished with these meals. If the property is not returned, the Contractor shall contact the FOD or designee for its return or to reduce the Contractor's inventory accordingly. The Performance Requirement Summary (PRS) will provide the estimated number of meals and will be submitted as an Amendment to this solicitation.

#### **6. Meal Service – Emergency Contingency Plans**

The Contractor shall provide emergency and evacuation food service support in accordance with the local detention center's emergency plans. In emergency situations, the food service department shall be required to prepare one or more sack lunches for each detainee being evacuated and may require one or more cooks to travel and support the evacuation operation. During emergencies, such as escapes, the Contractor shall be responsible for the shut down of the kitchen, which includes tool inventories, and may be required to provide satellite feeding if detainees are returned to the dorms.

#### **7. Air Flight Meals**

The Contractor shall prepare air flight meals in accordance with direction from the FOD or designee.

#### **8. Cleaning and Sanitation**

The Contractor shall comply with sanitation requirements of the FDA Food Code and state and local laws/regulations, which result in a satisfactory or better rating in Health Inspections. The Contractor shall inspect the food service facility daily, maintain a food service inspection log and submit it to the FOD or designee weekly, in accordance with COTR instructions.

The Contractor shall insure that all persons involved in the preparation of the food receive a pre-assignment medical examination and periodic re-examination to ensure freedom from illnesses and communicable diseases.

The Contractor shall insure that all food handlers are instructed to wash their hands on reporting to duty and after using toilet facilities and that all persons working in food service are monitored each day for health and cleanliness by the food service supervisor or designee. Food service personnel shall wear gloves whenever ready-to-eat foods are being prepared or served.

The Contractor shall ensure that both the external and internal areas of operation are clean and sanitary in accordance with the regulations listed in paragraph 2.0 of this PWS. These areas include, but are not limited to, kitchen areas, dining hall, and restroom facilities.

The Contractor shall assure that the floor is free of debris and liquids. Proper safety guidelines shall be adhered to at all times. Signs shall be placed to notify patrons of hazardous floor conditions when floors are being mopped or waxed.

The Contractor shall spot check lavatories during meal times to ensure tidiness and that supplies are available. Proper cleaning removes all deposits, stains, and foreign matter, including those under fixture edges, lips, and on all exposed surfaces. Cleaning supplies and materials used for lavatory cleaning shall be marked and maintained separately from kitchen cleaning supplies. Cleaning shall be done as needed, which could be several times a day, depending on use.

The Contractor shall clean and sanitize all dishes, pots, and pans, cooking equipment and surfaces.

Trash removal from designated areas is considered to be a Government furnished service. The Contractor shall be responsible for the removal of trash from the food service department to the designated areas.

The Contractor shall be responsible for recycling in accordance with the local detention center guidelines. Designated recycling containers shall be provided and the FOD or designee will give guidance on the recycling program, such as the placement of bins and storage locations.

The Contractor shall develop, monitor and maintain an inventory list of all chemicals used for cleaning the facility.

## **9. Pest Control**

Pest Control services will be a Government furnished service. The Contractor shall immediately report all pest sightings or concerns to the FOD or designee.

The Contractor shall take whatever action is appropriate to ensure that the immediate pest control situation does not impact the food service process.

## **10. Keys, Knife and Tool Control**

The Contractor shall develop and implement a written policy to ensure that all keys, both Class A and Class B tools, and knives are properly controlled and secured in accordance with ACA Standard 3-ALDF-3A-22 and the Detention Operations Manual, Chapter 7 Food Service Part III (B), paragraphs 1 through 3. All can lids shall be disposed of in a safe and secure manner in accordance with the direction of the FOD or designee. Tools issued are secured and accounted for at every meal. The Contractor shall search for lost tools, utensils, etc., and provide a written report of loss. As soon as it is determined that tools are missing, the Contractor shall report immediately to the Supervisory Detention Officer and designated ICE official on duty.

## **11. Food Service Accounting**

The Contractor shall use standard accounting procedures, including inventory practices, and shall document all food received, issued and transferred between facilities. Food service budgeting, purchasing and accounting practices include, but are not limited to, the following systems:

- Food expenditure cost accounting designed to determine monthly cost per meal per detainee.
- Estimation of food service requirements
- Responsiveness to detainee eating preferences
- Refrigeration of food, with specific storage periods

The Contractor shall maintain accurate records of all meals served. Records shall show the number of meals served to detainees, employees, and staff, and meals served off-site including sack lunches and Justice Prisoner and Alien Transport Services (JPATS) meals on a daily and monthly basis.

The Contractor shall account for all non-edible supply usage and provide a monthly report to the FOD or designee.

## **D. EQUIPMENT MAINTENANCE, REPAIR, AND INVENTORY**

The Government will provide all equipment maintenance and repair except that the Contractor shall be responsible for any maintenance or repair of equipment that result from Contractor negligence, loss or mistreatment.

The Contractor shall notify the FOD or designee of any equipment needing maintenance, repair or replacement.

The Contractor shall provide an inventory of all Government furnished equipment to the FOD or designee annually.

## **E. CONTRACTOR PERSONNEL**

The Contractor shall provide a full-time on-site manager at each facility who shall be responsible for the performance of the work. This person, and an alternate or alternates, shall act for the Contractor when the manager is absent, and shall be designated in writing to the COTR. The on-site manager or alternate shall have full authority to act for the Contractor on all contract matters relating to daily operations. The manager or alternate shall be available at all times to meet at the facility with Government personnel designated by the COTR to discuss problem areas. After normal duty hours, the manager or designated alternate shall be available within one hour after notification. The manager or alternate must be fluent in reading, writing, speaking and understanding English. The manager or alternate shall be experienced in institutional food service management.

The Contractor shall provide a full-time, institutional cook supervisor during each shift that shall be responsible for supervising the entire food operation. The name of this person, and an alternate or alternates, shall be designated in writing to the COTR.

The Contractor shall employ sufficient qualified personnel to ensure prompt, professional and efficient service at all times. The contractor shall provide a weekly work assignment schedule for all employees to the COTR for review and record keeping.

Contractor personnel shall present a neat appearance and be easily recognized as Contractor employees. The Contractor shall provide uniforms, identification badges and non-slip safety shoes, as needed, to all employees. The uniforms and footwear (safety shoes) are subject to approval by the Field Office Director (FOD) or designated representative during the transition period.

The Contractor shall obtain personal identification passes for all employees and vehicle passes for all Contractor and personal vehicles (as required) for entrance on to the facility. Vehicle registration, proof of insurance and a valid driver’s license must be presented for all vehicles to be registered.

The Contractor shall provide the necessary training to its food service personnel, maintain records of all training on-site and have the records available for Government review. In addition, Contractor employees shall receive the Government furnished training listed below. Certification of training shall be provided to the food service contract manager within 30 days of completion of training for inclusion in the contract file.

All Contractor personnel shall attend at least 40 hours of American Correctional Association training upon assignment to this contract, with at least 32 hours of refresher training per year. The Government will provide this training.

All Contractor personnel must complete annual training in CPR and First Aid at no additional cost to the Government.

Contractor personnel must attend any other training required by the DHS, ICE, or local detention center. All Contractor employees shall be trained in the safety procedures for the use of all equipment in the facility’s food service department.

**F. FOOD SERVICE TRAINING**

The following food service training must be conducted based on the ICE/DRO PBNDS and ACA Policies:

Food Service Contractor must provide staff with (40) hours of institutional training on the below subjects. Training must be conducted on or offsite to include OJT by a qualified individual(s). Training must be documented and must comply with ACA Standards. All required training documentation must be forward to COTR as required.

Food Preparations	2 hrs
Menu Planning w/ Nutritional Analysis	2 hrs
Food Temperature Controls	2 hrs
Sanitation and Safety Guidelines	3 hrs
Receiving & Storing Food Items from Deliveries	2 hrs
Custody and Security	2 hrs
Key Control	2 hrs
Detainee Communications	3 hrs
Detainee Health Screening	2 hrs
Detainee Training in Food Service	2 hrs
Equipment Operations and Sanitation	2 hrs
Equipment Storage	2 hrs
Refrigeration Operations and Storage	2 hrs
Knives and Tool Control	2 hrs
Hazardous Material Control	2 hrs
Therapeutic Diets/Special Diets	4 hrs
Religious Diets	2 hrs
Fire Safety	2 hrs

**G. HOURS OF OPERATION**

The Contractor shall maintain operating hours of 4:00 a.m. to 8:00 p.m. at the dining facility. The dining facility is open 365 days a year.

During certain religious holidays, such as Ramadan and Passover, meals may be required at certain specified times for those celebrating those holidays. Each facility’s chaplain will provide the number of meals, the specific dates and times of day for serving, and any other information needed for these special diet occasions.

The Contractor is advised that certain guests, inspection teams and other operational commitments require additional Contractor support in such areas as sanitation and general appearance. (This is estimated at 24 times per year). The Contractor is advised that civic groups are authorized to use the dining facility upon permission of the FOD or designee.

The Contractor is advised that various operations such as contingencies may increase workload.

#### **H. QUALITY CONTROL PROGRAM**

The Contractor shall establish a quality control program, which shall encompass all aspects of the contract. The Contractor shall implement the quality control program in accordance with their Quality Control Plan (QCP).

The Contractor shall provide an overall Quality Control Plan (QCP) that addresses critical operational performance standards for the services required under this contract. The QCP shall ensure that services will be maintained at a uniform and acceptable level. At a minimum, the Contractor shall periodically review and update the QCP policies and procedures on an annual basis. The Contractor shall audit facility operations monthly for compliance with the QCP. The Contractor shall notify the Government 48 hours in advance of the audit to ensure the COTR is available to participate. The Contractor's QCP shall identify deficiencies, appropriate corrective action(s), and timely implementation plan(s) to the COTR.

If the Contractor proposes changes in the QCP after contract award, the Contractor shall submit them to the COTR for review. If the COTR concurs with the changes, the COTR shall submit the changes to the CO. The CO may modify the contract to include these changes.

#### **I. DELIVERABLES**

The Contractor shall submit reports and documentation as identified in Section J Attachment 6. Deliverables shall be submitted daily, weekly, monthly, quarterly, and annually in accordance with COTR instructions. The Contractor shall provide deliverables in accordance with the agency specified reporting requirements. Such reports, documentation and responses shall be coordinated through the FOD or designee. The Contractor shall maintain a copy of all deliverables until the contract is closed out.

#### **J. GENERAL INFORMATION**

Contractor personnel who work in the dining facility may purchase food and beverages from the dining facility at the rate established for facility staff members. The food and beverages are to be consumed in the facility, before or after their assigned shifts, or on their breaks. Meals purchased by employees shall not count as meals served for contract payment purposes.

Contractor employees shall not bring subsistence items into the facility for sale to detainees or as gifts for detainees or for personal preparation using Government equipment. Employees shall not remove subsistence of any kind from the facility.

The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. At the end of each work shift, all Government facilities, equipment and materials shall be accounted for and secured.

Except for those items or services specifically stated as Government-furnished or Government reimbursed, the Contractor shall furnish everything required to perform this contract.

Contractor employee contact with the detainee population shall be maintained at a professional level at all times. Contractor employees shall avoid any personal contact with individual detainees. Inappropriate contact shall become grounds for dismissal.

The Contractor shall not be liable for damages, breach of contract or otherwise, to the Government for failure, suspension, diminution, or other variations of service occasioned by or consequence of any cause beyond the control of the Contractor, including but not limited to acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophe; strikes; or of failure or breakdown of transmission or other facilities. If any such failure, etc., occurs for more than 48 hours during any billing period hereunder, an equitable adjustment will be made in the monthly billing specified.

#### **Use of Detainee Food Service Workers**

The Detainee Voluntary Work Program will be provided as a Government furnished service for Contractor use. The Government cannot guarantee that workers will be available in sufficient quantities for any given period. The Performance Requirement Summary (PRS) lists the history of average detainee workers used. Although the average

stay of a detainee worker varies from center to center, many detainee stays are less than a month. The PRS will be issued as an Amendment to the Solicitation.

If Detainee workers are used, the Contractor personnel must submit the Detainee screening form to the FOD or designee. Once hired, the Contractor shall train the newly assigned detainee workers in the rules and procedures of the food service department. Training shall include the explanation and demonstration of safe work practices and methods, and identify the safety features of individual products/pieces of equipment. Training shall also include workplace hard recognition deterrence, including the safe handling of hazardous materials. Detainees shall learn to use and understand protective devices and clothing, and to report any malfunctions or other safety-related problems to their supervisors. The Food Service/Administrator shall document and maintain records of all training conducted.

The Contractor shall notify the FOD or designee of any confirmed acts of wrongdoing by any of its detainee employees. The Government reserves the right to direct the immediate replacement of said employee.

#### **K. SECURITY REQUIREMENT**

The Contractor shall become familiar with and follow the food service security policy at the site. The Contractor shall brief all of its employees on the security policy. US citizenship is required and all employees shall pass security screening before beginning work at the El Centro SPC.

#### **L. PERFORMANCE REQUIREMENTS**

The Contractor's performance will be evaluated based on how well the following performance requirements have been met, not met, or exceeded. The Performance Requirements Summary (PRS) lists the performance requirements, performance objectives, performance standards, acceptable quality levels, surveillance methods and incentives. The PRS will be issued as an Amendment to the Solicitation.

1. **Services:** Whether the Contractor has provided all services outlined in Section 3.0, and whether those services meet or exceed the standards identified in the applicable directives listed in Section 2.0.
2. **Deliverables:** Whether the Contractor has provided all deliverables listed in Section 8.0 on time, complete, and free of errors.
3. **Management & Oversight:** Whether the Contractor has managed the contract professionally, effectively and efficiently, and with successful and timely responses to the refinement and integration of plans, best business practice, capabilities, requirements, and problem resolutions.

**SECTION D - PACKAGING AND MARKING**

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## SECTION E - INSPECTION AND ACCEPTANCE

### 52.246-4 Inspection of Services - Fixed-Price (AUG 1996)

- (a) *Definition:* Services, as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform to the contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by re-performance, the Government may -
  - (1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
  - (2) Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may -
  - (1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
  - (2) Terminate the contract for default.

### E.1 - INSPECTION BY THE GOVERNMENT

The Government has the right to inspect the posts manned by the Contractor's personnel. The COTR will note deficiencies and refer them to the Contractor for corrective action. After taking corrective action, the Contractor shall inform the COTR in writing.

The Government shall have the right to inspect all services and work that is performed by the Contractor. The Government has the right to review, collect, or seize documents, materials, logs, books, reports, and equipment. The Government has the right to test equipment and tools used by the Contractor, or its employees. The Government shall not unduly disrupt or delay Contractor work when inspecting.

### E.2 - METHODOLOGY TO BE USED TO MONITOR THE CONTRACTOR'S PERFORMANCE

100 Percent Inspection: This is the most appropriate method for tasks with stringent performance requirements, e.g., where safety or health is a concern. With this method, performance is inspected and evaluated at each occurrence.

Random Sampling: This is the most appropriate method for frequently recurring tasks. With random sampling, services are sampled sporadically to determine if the level of performance is acceptable.

Planned Inspection: This method is appropriate to evaluate tasks at a set time.

Customer Complaint: This method is based on subjective opinions regarding performance standards and includes data elements necessary to begin an investigation. Any required service can have a valid Customer Complaint as an alternative method of surveillance.

### E.3 - CUSTOMER COMPLAINT

All Customer Complaints will be reviewed by the COTR. The COTR shall verify the performance and determine the validity of the complaint. The COTR will notify the Project Manager of the customer complaint, annotating the time of the notification on the Customer Complaint. The Project Manager will respond in writing to the COTR within two (2) working days of notification.

## **SECTION F - DELIVERIES OR PERFORMANCE**

### **52.242-15 Stop-Work Order (AUG 1989)**

### **52.242-17 Government Delay of Work (APR 1984)**

#### **F-1 - PERIOD OF PERFORMANCE**

The period of performance for the Base Year shall commence upon the start date specified in the Notice to Proceed and continues for a period of twelve (12) months with four (4) one-year options.

Base Year: July 1, 2009 – June 30, 2010  
 Option Year 1: July 1, 2010 – June 30, 2011  
 Option Year 2: July 1, 2011 – June 30, 2012  
 Option Year 3: July 1, 2012 – June 30, 2013  
 Option Year 4: July 1, 2013 – June 30, 2014

#### **F.2 - NOTICE TO THE GOVERNMENT OF DELAYS**

If the Contractor has difficulty or anticipates difficulty meeting performance requirements, the Contractor shall immediately notify the Contracting Officer and the COTR in writing. The Contractor shall give pertinent details. This data is information only. The Government receipt of this information shall not be construed as Government waiver of any delivery schedule, rights or remedies provided by law or under this contract.

#### **F.3 - DELIVERABLES OF WRITTEN DOCUMENTATION**

Written documentation and/or deliverables must be submitted as prescribed in Section J-Attachments 5 and 6.

#### **F.4 - REPORTING REQUIREMENTS**

The Contractor shall prepare and submit a Monthly Status Report concurrently with each invoice presented for payment (both to the COTR and the CO copy). The report shall cover the term for which the invoice is submitted and shall list by site any significant events that occurred during the reporting period with respect to the accomplishments of the tasks, a summary of what work was accomplished, problems and resolutions (address problem areas, results obtained relating to previously identified problem areas, and recommendations involving impact on technical, price and scheduling).

#### **F.5 - MONETARY ADJUSTMENTS FOR UNSATISFACTORY AND NON PERFORMANCE OF REQUIRED STANDARDS**

ICE will develop a Quality Assurance Surveillance Plan (QASP), which sets forth the procedures and guidelines that ICE will use to inspect the technical performance of the Contractor. The QASP will be issued as a modification to the contract awardee. It presents the potential withholdings and mechanisms for applying adjustments to the Contractor's invoices as dictated by work performance measured to the desired level of accomplishment.

1. Define the roles and responsibilities of participating Government officials.
2. Describe the evaluation methods that will be employed by the Government in assessing the Contractor's performance.
3. Describe the process of performance documentation

#### **F.6 - REPORT CARDS ON CONTRACTOR PERFORMANCE**

Contractor performance information is relevant for award of future Government contracts. Performance information includes such things as a Contractor's ability to conform to contract requirements and specifications, adherence to contract schedules, commitment to customer satisfaction.

Federal agencies are required to evaluate Contractor performance. The Government completes and forwards the Contractor performance evaluation to the Contractor for review within 30 calendar days at the end of each period of performance or contract year. The Contractor has 30 days to make comments, rebut the statements, or add information that will be made part of the official record. Contractor performance evaluations shall be available to contracting personnel of other Federal agencies to make responsibility determinations on future contract actions.

## SECTION G - CONTRACT ADMINISTRATION DATA

### G-1 - CONTRACT ADMINISTRATION OFFICE

Department of Homeland Security  
 Immigration & Customs Enforcement  
 Office of Acquisition Management  
 Detention Management - Laguna  
 24000 Avila Road, Room 3104  
 Laguna Niguel, CA 92677-3401

#### G-1.1 – CONTRACTING OFFICER’S AUTHORITY

The **Contracting Officer** is the only person authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer.

In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, including any change beyond the scope of authority given to the duly authorized Contracting Officer’s Representative identified in the contract, the change will be considered to have been made without authority and no adjustment will be made in the contract cost to cover any increase in charges incurred as a result thereof. The Contracting Officer has the authority to perform any and all post-award functions in administering and enforcing this contract in accordance with its terms and condition. The Contracting Officer may execute contract modifications de-obligating unexpended DHS/ICE dollar balances considered excess to known contracting requirements.

All modifications and/or changes to this contract must be in writing, signed and approved by the Contracting Officer.

#### G-2 - CONTRACTING OFFICER’S TECHNICAL REPRESENTATIVES (COTR(s))

- a. The Contracting Officer’s Technical Representatives (COTR(s)) below are designated to coordinate the technical aspects of this contract and inspect items/services/invoices furnished hereunder; however, he/she shall not be authorized to change any terms and conditions of the resultant contract, including price.
- b. The COTRs are authorized to certify (but not to reject or deny) invoices for payment in accordance with Item G-3. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.
- c. The Contracting Officer Representatives are:

TBD (Primary)  
 TBD (Secondary)  
 Immigration & Customs Enforcement, DRO  
 El Centro Service Processing Center  
 1115 N. Imperial Avenue  
 El Centro, CA 92243

The COTR(s) are responsible for monitoring the performance of work under this contract. In no event, however, will any understanding, agreement, modification, change order or other matter deviating from the terms and conditions of this contract be effective or binding upon the Government unless formalized by proper contractual documents executed by the Contracting Officer. The COTR(s) may give technical direction to the Contractor that fills in details, requires pursuit of certain lines of inquiry or otherwise serves to facilitate the Contractor’s compliance with the contract.

To be valid, technical direction by the COTR(s):

- Must be consistent with the general scope of work set forth the in this contract.
- May not constitute new assignment of work nor change the expressed terms, conditions or specifications of this contract, and
- Shall not constitute a basis for any increase in the contract’s estimated cost or extension to the contract or period of performance.

In the event any Government technical direction is interpreted by the Contractor to fall within the clause of this contract entitled ‘CHANGES’ (FAR 52.243-1 Alternate 1), the Contractor shall not implement such direction bur

shall notify the Contracting Officer in writing of such interpretation within ten (10) working days after the contractor's receipt of such direction.

If after reviewing the information presented by the Contractor, the Contracting Officer is of the opinion that such direction is within the purview of the "Changes" clause and considers such change desirable, a unilateral direction will be issued to the contractor to proceed pursuant to the authority granted in that clause.

In the event a determination is made that it is necessary to avoid a delay in performance of the contract, the Contracting Officer may direct the contractor to proceed with the implementation of the technical direction pending receipt of the information to be submitted by the contractor. Should the Contracting Officer later determine that a change direction is appropriate; the written direction issued hereunder shall constitute the required change direction.

### **G-3 - SUBMISSION OF INVOICES/VOUCHERS FOR PAYMENT OF SERVICES**

ICE shall pay for accepted services rendered under this contract. When invoicing on a monthly basis, the Contractor shall include the required information with the actual number of bed days performed at the agreed contract price. Contract Number and/or Task Order Number must be clearly marked on the invoice. All invoices shall be submitted via one of the following methods:

- a. By Mail: DHS, ICE Burlington Finance Center (BFC)

**Attn: ICE-DRO-SPC-ECC**

P.O. Box 1620

Williston, VT 05495-1620

- b. By Fax: (802) 288-7658 (include a cover sheet with point of contact and number of pages)

- c. By E-mail: [Invoice.Consolidation@dhs.gov](mailto:Invoice.Consolidation@dhs.gov)

Invoices submitted by other than these three methods will be returned. The Contractor Taxpayer Identification Number (TIN) must be registered in the Central Contractor Registration (<http://www.ccr.gov>) prior to award and shall be notated on every invoice submitted to ICE to ensure prompt payment provisions are met. The ICE program office identified in the delivery order/contract shall also be notated on every invoice.

If deficiencies and errors were found on the invoice, BFC shall return the invoice and will notify the COTR and Contracting Officer regarding invoice deficiencies and errors. For performance issues and deficiencies, the COTR shall notify and forward the invoice to the Contracting Officer for contractual action.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H-1 - CLAUSE AND PROVISION NUMBERING:**

The clauses and provisions in this document are in numerical order but may not be numbered sequentially.

### **H-2 – SENIORITY LISTS**

If a contract is performed at a Federal facility where employees may be hired/retrained by a succeeding contractor, the incumbent prime contractor is required to furnish a certified list of all service employees on the contractor's or subcontractor's payroll during the last month of the contract, together with anniversary dates of employment, to the contracting officer no later than 10 days before contract completion in accordance with FAR Clause 52.222-41(n), Service Contract Act of 1964 as amended. At the commencement of the succeeding contract, the contracting officer shall provide a copy of the list to the successor contractor for determining employee eligibility for vacation or other fringe benefits; which are based upon length of service, including service with predecessor contractor s if such benefit is required by applicable wage determinations. See Section J- Attachment 4, Seniority Listing.

### **H-3 – BACKGROUND AND SECURITY CLEARANCE PROCEDURES**

#### **A. BACKGROUND INVESTIGATIONS REQUIRED**

The Contractor shall process all background investigations through the ICE Security Office via the COTR prior to contract start date. ICE shall have complete control over granting, denying, suspending, and terminating employment suitability checks for Contractor employees and prospective employees. If the COTR receives a report indicating the unsuitability of any employee or prospective employees, the COTR shall inform the Contractor that the Government will not allow the individual on site. See Section J-Attachment 9 for the E-Qip instructions and forms.

#### **B. SECURITY REQUIREMENTS**

##### **General**

The Department of Homeland Security (DHS) has determined that performance of the tasks as described in this contract requires that the Contractor, subcontractor(s), vendor(s), etc. (herein known as Contractor) have access to sensitive DHS information, and that the Contractor will adhere to the following.

##### **Suitability Determination**

DHS shall have and exercise full control over granting, denying, withholding or terminating unescorted Government facility and/or sensitive Government information access for Contractor employees, based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow as a result thereof. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar the withdrawal or termination of any such access by DHS, at any time during the term of the contract. No employee of the Contractor shall be allowed to EOD and/or access sensitive information or systems without a favorable EOD decision or suitability determination by the Office of Professional Responsibility, Personnel Security Unit (OPR-PSU). No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the OPR-PSU. Contractor employees assigned to the contract not needing access to sensitive DHS information or recurring access to DHS' facilities will not be subject to security suitability screening.

##### **Background Investigations**

Contractor employees (to include applicants, temporaries, part-time and replacement employees) under the contract, needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. Background investigations will be processed through the Personnel Security Unit. Prospective Contractor employees with adequate security clearances issued by the Defense Industrial Security Clearance Office (DISCO) may not be required to submit complete security packages, as the clearance issued

by DISCO may be accepted. Prospective Contractor employees without adequate security clearances issued by DISCO shall submit the following completed forms to the Personnel Security Unit through the COTR, no less than 5 days before the starting date of the contract or 5 days prior to the expected entry on duty of any employees, whether a replacement, addition, subcontractor employee, or vendor:

1. Standard Form 85P, "Questionnaire for Public Trust Positions"  
Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing) **(2 copies)**
2. FD Form 258, "Fingerprint Card" **(2 copies)**
3. Foreign National Relatives or Associates Statement
4. DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
5. Optional Form 306, "Declaration for Federal Employment" (applies to contractors as well)
6. Authorization for Release of Medical Information

Required forms will be provided by DHS at the time of award of the contract. Only complete packages will be accepted by the OPR-PSU. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the US for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-U.S. citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to, development of, or maintenance of any DHS IT system.

### **Continued Eligibility**

If a prospective employee is found to be ineligible for access to Government facilities or information, the COTR will advise the Contractor that the employee shall not continue to work or to be assigned to work under the contract.

The OPR-PSU may require drug screening for probable cause at any time and/or when the contractor independently identifies circumstances where probable cause exists.

The OPR-PSU may require reinvestigations when derogatory information is received and/or every 5 years.

DHS reserves the right and prerogative to deny and/or restrict the facility and information access of any Contractor employee whose actions are in conflict with the standards of conduct, 5 CFR 2635 and 5 CFR 3801, or whom DHS determines to present a risk of compromising sensitive Government information to which he or she would have access under this contract.

The Contractor will report any adverse information coming to their attention concerning contractor employees under the contract to the OPR-PSU through the COTR. Reports based on rumor or innuendo should not be made. The subsequent termination of employment of an employee does not obviate the requirement to submit this report. The report shall include the employees' name and social security number, along with the adverse information being reported.

The OPR-PSU must be notified of all terminations/resignations within five days of occurrence. The Contractor will return any expired DHS issued identification cards and building passes, or those of terminated employees to the COTR. If an identification card or building pass is not available to be returned, a report must be submitted to the COTR, referencing the pass or card number, name of individual to whom issued, the last known location and disposition of the pass or card. The COTR will return the identification cards and building passes to the responsible ID Unit.

### **Employment Eligibility**

The Contractor must agree that each employee working on this contract will have a Social Security Card issued and approved by the Social Security Administration. The Contractor shall be responsible to the Government for acts and omissions of his own employees and for any Subcontractor(s) and their employees.

Subject to existing law, regulations and/or other provisions of this contract, illegal or undocumented aliens will not be employed by the Contractor to work on or under this contract. The Contractor will ensure that this provision is expressly incorporated into any and all Subcontracts or subordinate agreements issued in support of this contract.

**Security Management**

The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the OPR-PSU through the COTR on all security matters, to include physical, personnel, and protection of all Government information and data accessed by the Contractor.

The COTR and the OPR-PSU have the right to inspect the procedures, methods, and facilities utilized by the Contractor in complying with the security requirements under this contract. Should the COTR determine that the Contractor is not complying with the security requirements of this contract; the Contractor will be informed in writing by the Contracting Officer of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both Department of Homeland Security (DHS) operations and to the former Immigration and Naturalization Service operations. These entities are hereafter referred to as the Department.

**Information Technology Security Clearance**

When sensitive Government information is processed on Department telecommunications and automated information systems, the Contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in DHS IT Security Program Publication DHS MD 4300 Pub. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated, whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

**Information Technology Security Training And Oversight**

All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness Training. This training will be provided by the appropriate component agency of DHS.

Contractors involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors, with significant security responsibilities, shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

**C. INITIAL DRUG TESTING**

The Contractor must obtain screening for the use of illicit drugs of every employee and prospective employee working under this contract. Drug screening is urinalysis to detect the use of amphetamines, cocaine metabolites, opiates (morphine/codeine), phencyclidine (PCP), and marijuana metabolites by an individual. ICE may expand the above list to include additional drugs. A lab approved by the National Institute of Drug Abuse (NIDA) must perform the screening.

Prior to the granting of a favorable EOD decision, the Contractor must submit the results of the drug screening on the applicant to the COTR. Drug testing of an applicant will commence as soon as scheduled upon receipt of an applicant's personnel suitability packet by the COTR. The results of an applicant's drug test must be submitted to the COTR no later than 21 calendar days after receipt of an applicant's personnel suitability packet. Contractor shall ensure that all federal, state, and local legal procedures are followed whether or not included in these procedures, with regard to the specimen. Contractor must ensure that the confirmations are correct and that an adequate chain of custody procedure exists and is followed. The Contractor must post the ICE "Drug Free Workplace Policy" in all contract work areas.

**H-4 - PRICING OF MODIFICATIONS**

The Contractor, in connection with any proposal he makes for a contract modification, shall furnish a price breakdown, itemized as required by the Contracting Officer. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added, or changed. Any amount claimed for subcontracts shall be supported by a similar price breakdown. Base line values and percentages used to prepare the proposal shall be as agreed upon by the Contractor and Contracting Officer. In addition, if the proposal includes a time extension, justifications therefore, will also be furnished. The proposal, with all supporting documentation, shall be furnished by the date specified by the Contracting Officer.

**H-5 - ORDERING ACTIVITY**

Supplies or services to be furnished under this contract shall be ordered by issuance of task orders issued by a Contracting Officer, Immigration & Customs Enforcement, Office of Acquisition Management, Detention Management (DM)-Laguna.

**H-6 - INDEMNIFICATION****A. Responsibility for Government Property**

1. The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.
2. If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the Contractor or its employees, any Government-owned or controlled property is lost or damaged as a result of the Contractor's performance of this contract, the Contractor shall be responsible to the Government for such loss or damage, and the Government, at its option, may in lieu of payment thereof, require the Contractor to replace at his own expense, all property lost or damaged.

**B. Hold Harmless and Indemnification Agreement**

The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

**C. Government's Right of Recovery**

Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provides for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to Government property, and upon the request of the Contracting Officer shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

**D. Government Liability**

The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to other Federal statutory authority.

**SECTION I - CONTRACT CLAUSES****52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address: [www.arnet.gov/far](http://www.arnet.gov/far)

**52.202-1 Definitions (JUL 2004)****52.203-3 Gratuities (APR 1984)****52.203-5 Covenant Against Contingent Fees (APR 1984)****52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)****52.203-7 Anti-Kickback Procedures (JUL 1995)****52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)****52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)****52.203-12 Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)****52.203-13 Contractor Code of Business Ethics and Conduct (DEC 2008)****52.203-14 Display of Hotline Poster (DEC 2007)**

(b) (3) DHS OIG Hotline Poster; [http://www.dhs.gov/xoig/assets/DHS\\_OIG\\_Hotline.pdf](http://www.dhs.gov/xoig/assets/DHS_OIG_Hotline.pdf)

**52.204-4 Printed or Copied Double-Sided on Recycled Paper (AUG 2000)****52.204-7 Central Contractor Registration (APR 2008)****52.204-9 Personal Identity Verification of Contractor Personnel (SEP 2007)****52.204-10 Reporting Subcontract Awards (SEP 2007)****52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006)****52.215-2 Audit and Records - Negotiation (JUN 1999)****52.215-8 Order of Precedence - Uniform Contract Format (OCT 1997)****52.215-10 Price Reduction for Defective Cost or Pricing Data (OCT 1997)****52.215-11 Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1997)****52.215-12 Subcontractor Cost or Pricing Data (OCT 1997)****52.215-13 Subcontractor Cost or Pricing Data - Modifications (OCT 1997)****52.215-14 Integrity of Unit Prices (OCT 1997)****52.215-15 Pension Adjustments and Asset Reversions (OCT 2004)**

**52.215-18 Revision or Adjustment of Plans for Post Retirement Benefits (PRB) Other than Pensions (JUL 2005)**

**52.215-19 Notification of Ownership Changes (OCT 1997)**

- (a) The Contractor shall make the following notifications in writing:
  - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
  - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall -
  - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
  - (2) Provide the ACO or designated representative ready access to the records upon request;
  - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
  - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

**52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (OCT 1997)**

**52.216-18 Ordering (OCT 1995)**

Contract Award; Last day of 4<sup>th</sup> Option Year Period, if exercised.

**52.216-19 Order Limitations (OCT 1995)**

- (a) **Minimum order.** When the Government requires supplies or services covered by this contract in an amount of less than:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT
0001	Detention Service	82,125	Bed-Days
0002A	Transportation Services (Labor Hours)	75,000	Hours
0002B	Mileage Rate (40-48 Passenger Vehicle)	101,250	Miles
0002C	Mileage Rate (Less than 40 Passenger Vehicle)	123,750	Miles
0002D	Travel Cost	1	Lot
0003	Detainee Volunteer Wages	39,000	Days

The Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

- (b) **Maximum order.** The Contractor is not obligated to honor –

- (1) Any order for a single item in excess of:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT
0001	Detention Service	164,250	Bed-Days
0002A	Transportation Services (Labor Hours)	150,000	Hours
0002B	Mileage Rate (40-48 Passenger Vehicle)	202,500	Miles
0002C	Mileage Rate (Less than 40 Passenger Vehicle)	247,500	Miles
0002D	Travel Cost	1	Lot
0003	Detainee Volunteer Wages	78,000	Days

- (2) Any order for a combination of items in excess of 100 percent of (b) (1) above; or
- (3) A series of orders from the same ordering office within 5 days that together calls for quantities exceeding the limitations in subparagraph (b) (1) or (2) of this section.

- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**52.216-22 Indefinite Quantity (OCT 1995)**

The final day of the 4<sup>th</sup> Option Year Period, if exercised.

**52.217-8 Option to Extend Services (NOV 1999)**

30 days prior to the expiration of the period of performance.

**52.217-9 Option to Extend the Term of the Contract (MAR 2000)**

- (a) 30 days; 60 days
- (c) 60 months plus 6 months under FAR 52.217-8.

**52.219-8 Utilization of Small Business Concerns (MAY 2004)**

**52.219-9 Small Business Subcontracting Plan (APR 2008)**

**52.219-16 Liquidated Damages-Subcontracting Plan (JAN 1999)**

- (a) "Failure to make a good faith effort to comply with the subcontracting plan," as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.
- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

**52.219-28 Post-Award Small Business Program Representation (JUN 2007)**

**52.222-1 Notice to the Government of Labor Disputes (FEB 1997)**

**52.222-3 Convict Labor (JUN 2003)**

**52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 2005)**

**52.222-21 Prohibition of Segregated Facilities (FEB 1999)**

**52.222-26 Equal Opportunity (MAR 2007)**

**52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)**

**52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)**

**52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)**

**52.222-39 Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004)**

(a) *Definition.* As used in this clause—

“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

**Notice to Employees**

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
 Division of Information  
 1099 14th Street, N.W.  
 Washington, DC 20570  
 1-866-667-6572  
 1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to—
  - (1) Contractors and subcontractors that employ fewer than 15 persons;
  - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor’s employees;
  - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
  - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor’s facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
    - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
    - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
  - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—
  - (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department’s Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
  - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov> or
  - (3) Reproduce and use exact duplicate copies of the Department of Labor’s official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3 (c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

**52.222-41 Service Contract Act of 1965, as Amended (NOV 2007)**

**52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only: It is not a Wage Determination*

<b>Employee Class</b>	<b>Monetary Wage - Fringe Benefits</b>	
Detention Officer/ (Immigration & Enforcement Agent) GL-1801	GS 5/1 \$15.99	\$5.83
Detention Officer/ (Immigration & Enforcement Agent) GL-1801	GS 7/1 \$19.80	\$7.22
Detention Officer/ (Immigration & Enforcement Agent) GL-1801	GS 9/1 \$24.22	\$8.83
Cook/Food Service Worker WG 7404	WG 8/2 \$21.19	\$7.72

**52.222-43 Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (NOV 2006)**

**52.222-46 Evaluation of Compensation for Professional Employees (FEB 1993)**

**52.222-50 Combating Trafficking in Persons (FEB 2009)**

**52.223-2 Affirmative Procurement of Bio-based Products under Service and Construction Contracts (DEC 2007)**

**52.223-6 Drug-Free Workplace (MAY 2001)**

**52.223-10 Waste Reduction Program (AUG 2000)**

(a) *Definitions.* As used in this clause—

“Recycling” means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

“Waste prevention” means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

“Waste reduction” means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of Section 701 of Executive Order 13101, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor’s programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR Part 247).

**52.223-12 Refrigeration Equipment and Air Conditioners (MAY 1995)**

**52.223-14 Toxic Chemical Release Reporting (AUG 2003)**

**52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)**

**52.223-16 IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)**

**52.224-1 Privacy Act Notification (APR 1984)**

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

**52.224-2 Privacy Act (APR 1984)**

**52.225-1 Buy American Act – Supplies (FEB 2009)**

**52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)**

**52.227-1 Authorization and Consent (DEC 2007)**

**52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)**

**52.227-14 Rights in Data-General (DEC 2007)**

**52.228-5 Insurance – Work on a Government Installation (JAN 1997)**

**52.229-3 Federal, State, and Local Taxes (APR 2003)**

**52.232-1 Payments (APR 1984)**

**52.232-8 Discounts for Prompt Payment (FEB 2002)**

**52.232-9 Limitation on Withholding of Payments (APR 1984)**

**52.232-11 Extras (APR 1984)**

**52.232-17 Interest (OCT 2008)**

**52.232-18 Availability of Funds (APR 1984)**

**52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)**

September 30, 2009; September 30, 2009

**52.232-23 Assignment of Claims (JAN 1986)**

**52.232-25 Prompt Payment (OCT 2008)**

**52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)**

**52.233-1 Disputes (JUL 2002)**

**52.233-3 Protest after Award (AUG 1996)**

**52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)**

**52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)**

**52.237-3 Continuity of Services (JAN 1991)**

**52.237-11 Accepting and Dispensing of \$1 Coin (SEP 2008)**

**52.242-13 Bankruptcy (JUL 1995)**

**52.243-1 Changes - Fixed-Price (AUG 1987) - Alternate I (APR 1984)**

**52.244-6 Subcontracts for Commercial Items (FEB 2009)**

**52.245-1 Government Property (JUN 2007)**

**52.246-25 Limitation of Liability - Services (FEB 1997)**

**52.248-1 Value Engineering (FEB 2000)**

(a) *General.* The Contractor is encouraged to develop, prepare, and submit value engineering change proposals

(VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) *Definitions.*

"Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include –

- (1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;
- (2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and
- (3) Future contract savings, which are the product of the future unit cost reduction, multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either –

- (1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or
- (2) To the calculation of a lump-sum payment, which cannot be revised later.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the

VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

“Unit,” as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

“Value engineering change proposal (VECP)” means a proposal that –

- (1) Requires a change to this, the instant contract, to implement; and
  - (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; *provided*, that it does not involve a change –
    - (i) In deliverable end item quantities only;
    - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
    - (iii) To the contract type only.
- (c) *VECP preparation.* As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c) (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:
- (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item’s function or characteristics are being altered, the effect of the change on the end item’s performance, and any pertinent objective test data.
  - (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
  - (3) Identification of the unit to which the VECP applies.
  - (4) A separate, detailed cost estimate for
    - (i) the affected portions of the existing contract requirement and
    - (ii) the VECP.

The cost reduction associated with the VECP shall take into account the Contractor’s allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

- (5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
  - (6) A prediction of any effects the proposed change would have on collateral costs to the agency.
  - (7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
  - (8) Identification of any previous submissions of the VECP, including the dates submitted the agencies and contract numbers involved, and previous Government actions, if known.
- (d) *Submission.* The Contractor shall submit VECP’s to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.
- (e) *Government action.*
- (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP’s expeditiously; however, it will not be liable for any delay in acting upon a VECP.
  - (2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.
  - (3) Any VECP may be accepted, in whole or in part, by the Contracting Officer’s award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in

accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) *Sharing rates.* If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon –

- (1) This contract’s type (fixed-price, incentive, or cost-reimbursement);
- (2) The sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule); and
- (3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

**CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS**  
(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	* 50	* 50	* 25	25
Incentive (fixed-price or cost) (other than award fee)	(**)	* 50	(**)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	*** 25	*** 25	15	15

\* The Contracting Officer may increase the Contractor’s sharing rate to as high as 75 percent for each VECP.

\*\* Same sharing arrangement as the contract’s profit or fee adjustment formula.

\*\*\* The Contracting Officer may increase the Contractor’s sharing rate to as high as 50 percent for each VECP.

(g) *Calculating net acquisition savings.*

- (1) Acquisition savings are realized when
  - (i) the cost or price is reduced on the instant contract,
  - (ii) reductions are negotiated in concurrent contracts,
  - (iii) future contracts are awarded, or
  - (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i) (4) below).

Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.
- (2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor’s share is calculated by multiplying net acquisition savings by the appropriate Contractor’s percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.
- (3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and

future contract savings.

- (4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.
- (h) *Contract adjustment.* The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall –
  - (1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;
  - (2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;
  - (3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;
  - (4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and
  - (5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:
    - (i) Fixed-price contracts -- add to contract price.
    - (ii) Cost-reimbursement contracts -- add to contract fee.
- (i) *Concurrent and future contract savings.*
  - (1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.
  - (2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by –
    - (i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and
    - (ii) Multiplying the result by the Contractor's sharing rate.
  - (3) The Contracting Officer shall calculate the Contractor's share of future contract savings by –
    - (i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;
    - (ii) Subtracting any Government costs or negative instant contract savings not yet offset; and
    - (iii) Multiplying the result by the Contractor's sharing rate.
  - (4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h) (3) above) and shall not be subject to subsequent adjustment.
  - (5) *Alternate no-cost settlement method.* When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agrees to use the no-cost settlement method, the following applies:
    - (i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.
    - (ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.
- (j) *Collateral savings.* If a VECP is accepted, the Contracting Officer will increase the instant contract amount as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

- (k) *Relationship to other incentives.* Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.
- (l) *Subcontracts.* The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.
- (m) *Data.* The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract TBD, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

#### **52.249-2 Termination for Convenience of the Government (Fixed-Price) (MAY 2004)**

#### **52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)**

#### **52.251-1 Government Supply Sources (APR 1984)**

#### **52.253-1 Computer Generated Forms (JAN 1991)**

#### **3052.204-70 Security Requirements for Unclassified Information Technology Resources (JUN 2006)**

- (a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.
- (b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.
- (1) Within 30 days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the Offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.
  - (2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.
  - (3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

- (c) Examples of tasks that require security provisions include—
  - (1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and
  - (2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).
- (d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.
- (e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

### **3052.204-71 Contractor Employee Access (JUN 2006)**

- (a) "Sensitive Information," as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:
  - (1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);
  - (2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);
  - (3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and
  - (4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.
- (b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.
- (c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.
- (d) The Contracting Officer may require the contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, in subordination, incompetence, or security concerns.

- (e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those contractor employees authorized access to sensitive information, the contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.
- (f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

### **3052.209-70 Prohibition on Contracts with Corporate Expatriates (JUN 2006)**

#### (a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

#### (b) Definitions. As used in this clause:

*Expanded Affiliated Group* means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

*Foreign Incorporated Entity* means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

*Inverted Domestic Corporation.* A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held
  - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
  - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

*Person, domestic, and foreign* have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

#### (c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

- (1) *Certain Stock Disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
  - (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
  - (ii) stock of such entity which is sold in a public offering related to the acquisition described in subsection (b)(1) of Section 835 of the Homeland Security Act, 6 U.S.C. 395(b)(1).
- (2) *Plan Deemed In Certain Cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
- (3) *Certain Transfers Disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

- (d) *Special Rule for Related Partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.
- (e) Treatment of Certain Rights.
- (1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:
    - (i) warrants;
    - (ii) options;
    - (iii) contracts to acquire stock;
    - (iv) convertible debt instruments; and
    - (v) others similar interests.
  - (2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.
- (f) *Disclosure.* The Offeror under this solicitation represents that (Check one):
- it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;
- it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or
- it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.
- (g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

### **3052.209-72 Organizational Conflict of Interest (JUN 2006)**

- (a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more Offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting.
- (b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the Offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the Offeror and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the Offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the Offeror may be found ineligible for award.
- (c) Disclosure: The Offeror hereby represents, to the best of its knowledge that:
- (1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or
- (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision.
- (d) Mitigation. If an Offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the Offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan.
- (e) Other Relevant Information: In addition to the mitigation plan, the Contracting Officer may require further relevant information from the Offeror. The Contracting Officer will use all information submitted by the Offeror, and any other relevant information known to DHS, to determine whether an award to the Offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

(f) Corporation Change. The successful Offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestitures that may affect this provision.

(g) Flow-down. The contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

**3052.215-70 Key Personnel or Facilities (DEC 2003)**

a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.

(b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

- 1) Project Manager
- 2) Assistant Project Manager
- 3) Supervisory Detention Officers
- 4) Training Officers
- 5) Quality Assurance Manager

**3052.219-70 Small Business Subcontracting Plan Reporting (JUN 2006)**

**3052.222-70 Strikes or Picketing Affecting Timely Completion of the Contract Work (DEC 2003)**

**3052.222-71 Strikes or Picketing Affecting Access to a DHS Facility (DEC 2003)**

**3052.223-70 Removal or Disposal of Hazardous Substances--Applicable Licenses and Permits (JUN 2006)**

The Contractor shall have all licenses and permits required by Federal, state, and local laws to perform hazardous substance(s) removal or disposal services. If the Contractor does not currently possess these documents, it shall obtain all requisite licenses and permits within 30 days after date of award. The Contractor shall provide evidence of said documents to the Contracting Officer or designated Government representative prior to commencement of work under the contract.

**3052.228-70 Insurance (DEC 2003)**

In accordance with the clause entitled "Insurance - Work on a Government Installation" (or Insurance - Liability to Third Persons) in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

- (a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(a).
- (b) General liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(b).
- (c) Automobile liability. The contractor shall, as a minimum, meet the requirements specified at (FAR) 48 CFR 28.307-2(c).

**3052.242-71 Dissemination of Contract Information (DEC 2003)**

**3052.242-72 Contracting Officer's Technical Representative (DEC 2003)**

**3052.245-70 Government Property Reports (JUN 2006)**

**SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS ARE ATTACHED AFTER SECTION M OF THE REQUEST FOR PROPOSAL (RFP)**

<b>ATTACHMENT 1</b>	POST POSITIONS.....	3 pages
<b>ATTACHMENT 2</b>	COLLECTIVE BARGAINING AGREEMENT (Detention Officers).....	20 pages
<b>ATTACHMENT 3</b>	WAGE DETERMINATION 2005-2057, REVISION 7 (Food Service Personnel)...	9 pages
<b>ATTACHMENT 4</b>	SENIORITY LISTING .....	2 pages
<b>ATTACHMENT 5</b>	DELIVERABLES (Detention & Transportation Service).....	2 pages
<b>ATTACHMENT 6</b>	DELIVERABLES (Food Service) .....	2 pages
<b>ATTACHMENT 7</b>	PAST PERFORMANCE QUESTIONNAIRE.....	6 pages
<b>ATTACHMENT 8</b>	PAST PERFORMANCE INFORMATION FORM.....	1 page
<b>ATTACHMENT 9</b>	E-QIP INSTRUCTIONS AND FORMS.....	28 pages

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**  
**(This section will be removed upon award)**

**52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions**  
**(SEP 2007)**

**52.204-5 Women-Owned Business (Other Than Small Business) (MAY 1999)**

**52.204-8 Annual Representations and Certifications (FEB 2009)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.
- (2) The small business size standard is \$35.5 million.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the Offeror is currently registered in CCR, and has completed the ORCA electronically, the Offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
  - (i) Paragraph (c) apply.
  - (ii) Paragraph (c) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.
- (c) The Offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*Offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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 FAR Clause    Title            Date            Change  
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Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

**52.209-5 Certification Regarding Responsibility Matters (DEC 2008)**

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
  - (i) The Offeror and/or any of its Principals—
    - (A) Are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
    - (B) Have \_\_\_ have not \_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;
    - (C) Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have \_\_, have not \_\_, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

- (i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has \_\_ has not \_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) “Principal,” for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror’s responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**  
**(This section will be removed upon award)**

**52.204-6 Data Universal Numbering System (DUNS) Number (APR 2008)**

**52.215-1 Instructions to Offerors – Competitive Acquisition (JAN 2004)**

**52.216-1 Type of Contract (APR 1984)**

The Government contemplates award of an Indefinite Delivery Indefinite Quantity (IDIQ) with fixed unit pricing.

**52.222-24 Pre-award On-Site Equal Opportunity Compliance Review (FEB 99)**

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a pre-award compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

**52.233-2 Service of Protest (SEP 2006)**

- (a) Protests, as defined in Section 33.101 of the FAR, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Bobbie Wright, Contracting Officer  
 ICE/Office of Acquisition Management  
 Detention Management-Laguna  
 24000 Avila Road, Room 3104  
 Laguna Niguel, CA 92677-3401

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**52.237-1 Site Visit (APR 1984)**

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

**52.252-1 Solicitation Provisions Incorporated By Reference (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these addresses [www.arnet.gov/far](http://www.arnet.gov/far)

**L.1 Pre-Proposal Conference/Site Visit**

**The Government will conduct a Pre-proposal Conference on February 17, 2009 at 9:00A.M, California Local Time** at the ICE DRO, El Centro Service Processing Center (SPC), 1115 N. Imperial Avenue, El Centro, CA 92243. Interested parties are limited to **two attendees per company** and shall pre-register via e-mail to [alan.barclay@dhs.gov](mailto:alan.barclay@dhs.gov). The message shall include the company name, names of corporate attendees, social security and driver's license numbers, telephone, email addresses, and fax number no later than **February 9, 2009 at 2:00 P.M. Pacific Standard Time (PST)**. Each attendee is required to bring their driver's license for identification. No cellular phones, cameras, video cameras or recording devices will be allowed in the federal building and at the El Centro SPC scheduled for the pre-proposal conference and site visit. Detailed instructions and information will be

sent to all registered attendees. Attendance at the pre-proposal conference and site visit are at “No Cost” to the Government.

## **L.2 Prospective Offerors’ Questions**

All questions must be in writing and must be received by the Government no later than **February 23, 2009 at 2:00 P.M. (PST)** via e-mail to [alan.barclay@dhs.gov](mailto:alan.barclay@dhs.gov). No questions or inquiries will be accepted by telephone and/or during pre-proposal conference. In order to receive responses to questions, Offerors shall cite the solicitation section, paragraph number, and page number. Answers to questions will be provided to all Offerors, giving due regard to the proper protection of proprietary information. All questions and responses to questions received and addressed will be posted in the Federal Business Opportunity (FedBizOpps) website <http://fbo.gov> as amendments to the solicitation on or about **February 26, 2009**. Interested parties are responsible for monitoring the FedBizOpps website to ensure that they have the most up-to-date information about this acquisition.

In addition, the Government recommends that Offerors ensure the question is written to enable a clear understanding as to the Offeror’s issues or concerns with the referenced paragraph. Statements expressing opinions, sentiments, or conjectures not considered valid inquiries or comments for this purpose will NOT receive a response from the Government. Further, Offerors are reminded that the Government will NOT address hypothetical or theoretical questions aimed toward receiving a potential “evaluation” decision from the Government. Proposals and all correspondences relating to the solicitation document shall be submitted to the address listed in Paragraph L.8.1.

## **L.3 Pre-Proposal Preparation Instructions**

It is the intent of the Government, by providing the instructions set forth below, to solicit information that will demonstrate the ability of the Offerors to successfully complete the requirements in the RFP and to permit competitive evaluation of each Offeror’s proposal.

These instructions are not, however, all-inclusive, and the Offeror shall therefore include in their proposal further discussions that the Offeror believes to be necessary or useful in demonstrating its ability to perform the work and understanding of the Government’s requirement on the basis of their proposal.

## **L.4 Facsimile Submissions**

Facsimile proposals are **not permitted** and will not be considered if received.

## **L.5 Amendments to Offeror’s Proposals**

Changes to the proposal by the Offeror shall be accomplished by amended page(s). Any changes from the original page shall be indicated by vertical line, adjacent to the change, on the outside right margin of the page. The Offeror shall include the date of the amendment on the lower right hand edge of the page. Proposal amendments will be allowed only prior to the due date or upon invitation by the Government after the due date.

## **L.6 Proposals Not Selected and Debriefings**

Offerors whose proposals are no longer being considered for award or whose proposals were not selected for award will be so notified. Unsuccessful Offerors may request, in writing, either a pre-award debriefing (FAR 15.505) or a post-award debriefing (FAR 15.506).

## **L.7 Disposition of Proposals**

The Contracting Officer will retain at least one copy of each proposal, successful or unsuccessful, and the remainder will be destroyed. No destruction certification will be furnished to the Offeror.

## **L.8 Proposal Submission**

Proposal packages will be accepted until the time and date established for receipt of proposals. Proposal received after the established time and date will be processed in accordance with FAR 52.215-1. Each proposal shall be submitted in eight (8) copies composing of six (6) hard copies marked as “Original Copy” and “Copy-1”, “Copy-2”, etc. and two (2) electronic copies. Offerors shall submit their proposals in three volumes at “No Cost” to the Government:

- Volume I - Demonstrated Technical and Management Capability Proposal**  
**Volume II - Past Performance**  
**Volume III - Cost/Price Proposal**

### **L.8.1 Markings**

Offerors are encouraged to submit their proposal packages via an overnight express mail service but may use certified, registered, or express mail procedures. Failure to properly address the outer cover could cause an offer to be misdirected and received too late at the required destination. It is important that the outer envelope or wrapping of an offer be addressed as follows:

Alan Barclay, Contract Specialist  
 U.S. Immigration and Customs Enforcement,  
 Office of Acquisition Management-Laguna  
 24000 Avila Road, Room 3104  
 Laguna Niguel, CA 92677-3401

Reference: Solicitation Number **HSCEDM-09-R-00008**  
 Closing Date and Time: **March 9, 2009 at 12:00 P.M. (PST)**  
 Title of Volume (Appropriate Title-see Provision L.8)

### **L.8.2 Electronic Copies**

In the event the Offeror submits any changes or clarification information, the Offeror shall submit said data in both hard copy and electronically. The electronic versions or proposals shall be submitted on Compact Disc (CD) or flash drive. Electronic versions of Volumes I, II, and III shall be provided separately. Offerors shall submit electronic versions of all volumes formatted with the products contained in Microsoft Office Professional for Windows 2000 or above, or Offerors shall submit their proposals using Adobe Acrobat (PDF format). Price proposal spreadsheets shall be presented in Microsoft Excel version 2000/Windows 2000 or above. If the Offeror does not use Microsoft products in the preparation of its proposals, the Offeror shall be responsible for converting the documents into the requested format. It is the Offeror's responsibility to ensure the electronic copies and hard copies of the proposals are the same. In the event of a conflict between the two copies, the hard copies will prevail.

### **L.9 Proposal Format and Preparation Instructions**

Each volume shall be clearly marked as to the contents. Each proposal shall be placed in a loose-leaf three ring binder and shall include a title page. Lengthy or elaborate proposals are neither required nor encouraged. All information shall be typewritten and submitted in 8-1/2" x 11" format. The font size for proposal text shall be 12 point or larger. The font size for text in tables or captions shall be 10 point or larger. Text in figures or graphs shall be clearly readable. Offeror's shall note that none of the volumes have a page limitation.

## **VOLUME I - TECHNICAL AND MANAGEMENT CAPABILITY**

The Offeror's Technical and Management Capability proposal shall consist of narrative technical and management plans by which the Offeror demonstrates the knowledge, understanding and technical ability to meet the requirements of the Performance Work Statement (PWS) as required in the Request for Proposal (RFP). Since the Offeror's narrative technical proposal will be an important factor in evaluating the Offeror's ability to furnish and perform the required services, it should be as complete and accurate as possible. The proposal shall address, in detail, the resources, technical knowledge of the Government's requirements, and plans for accomplishing the specified requirements. Proposals submitted by the Offeror that merely state or offer to provide what the Government requires in accordance with the solicitation will be considered unacceptable and will not be considered further.

The technical proposal consists of Offeror's experience in the following factors and will not contain any cost/pricing information:

Factor 1.1 - Approach to Quality Control and Assurance

Factor 1.2 - Transition Plan

Factor 1.3 - Key Personnel

Factor 1.4 - Management Plan

Factor 1.5 - Transportation Plan

**Factor 1.1 - Approach to Quality Control and Assurance**

The Offeror shall describe its approach to planning and executing quality control and assurance processes throughout the life of the contract that will fully meet the standards set forth in the RFP.

**Factor 1.2 - Transition Plan**

The Offeror shall include a transition plan that illustrates how the Offeror will provide a timely seamless transition between the contractor and the predecessor contractor to ensure minimal disruption vital to contractor services and Government activities. The transition plan shall address at a minimum: recruitment, training of new and incumbent employees, licenses and permits, insurance and priority of staffing the facility, and meeting the Entry on Duty (EOD) required deadlines for all positions.

**Factor 1.3 - Key Personnel**

A minimum of one resume for each key personnel labor category identified in the PWS shall be provided and submitted with the Offeror's proposal. However, all labor categories set forth in the PWS must meet the required education, experience, and security clearances as stated in the PWS.

The Contractor's organization chart shall also be submitted. The organizational chart shall show all positions that will be assigned to each area, accompanied by position description and responsibilities. Lines of supervision per shift shall be clearly defined.

**Factor 1.4 - Management Plan**

The Offeror shall provide a management plan that addresses, at a minimum, the following areas: understanding of the DRO Mission Statement and DRO responsibilities; understanding of the relevance of the DRO Mission Statement and DRO responsibilities to successful contract performance; understanding of how management differs from supervision in the context of the DRO Mission Statement and DRO responsibilities; an explanation of how the Offeror specifically plans to help DRO achieve the DRO Mission Statement and DRO responsibilities; performance measures and incentives or disincentives that demonstrate an understanding of the DRO Mission Statement and DRO responsibilities; commitment of the Offeror to the success of achieving the DRO Mission Statement and DRO responsibilities as demonstrated by the extent to which the Offeror will realistically put its profits at risk through the meaningful incentives and disincentives proposed.

**Factor 1.5 – Transportation Plan:**

The Offeror shall provide a transportation plan that addresses, at a minimum, the following areas: written comprehensive transportation plan (including staff, vehicles, and rationale for the number of miles proposed); an explanation of how the Offeror specifically plans to achieve the objective; training of new and incumbent employees; licenses/permits; insurance and vehicles.

**VOLUME II – PAST PERFORMANCE**

The Government is seeking to determine whether the Offeror has experience that will enhance its technical and management capability to perform and whether the Offeror consistently delivers quality services in a timely and cost effective manner. However; the Government reserves the right to use relevant past performance information it obtains through other sources e.g. interviews with previous clients or customers of the contractor, other agency databases (e.g., interviews with previous clients and customers of the Contractor and/or DRO, other agency databases, such as the Contractor Performance System (CPS), Better Business Bureau (BBB), Excluded Party List System (EPLS), etc.) Only provide recent related experiences **within the last 5 years.**

The Offeror shall submit:

1. A list of contracts and subcontracts which relate to this type of work which has been completed during the past five years, and
2. Current and relevant contracts that have a performance period of at least one year and are the same or similar in size and complexity to this solicitation (to include any contracts and subcontracts currently in process).

Contracts listed may include those entered into by the Federal Government, agencies of State and local Governments and commercial customers. Offerors that are newly formed entities without prior contracts should list contracts and subcontracts as required above for all proposed key personnel.

The Offeror shall submit the Past Performance Information Form, Section J-Attachment 8 with the following information for each customer to which the Offeror sends the Past Performance Questionnaire, Section J-Attachment 7. This information will be submitted as part of Volume II (Past Performance):

1. Name of the contracting activity
2. Contract Number
3. Contract Type
4. Total contract value
5. Contract work
6. Contracting Officer and telephone
7. Program Manager and telephone
8. Administrative Contracting Officer, if applicable, and telephone number
9. List of major subcontracts

The Offeror shall write a narrative discussion of the Offeror's past performance on contracts that were similar in nature to include:

1. A listing of the major disturbances, escapes and strikes that occurred in the past five years while performing similar contracts.
2. Information on problems encountered with performance on previous contacts and the Offeror's corrective actions.
3. Any quality awards or certifications that indicate the Offeror possess a high-quality process for developing and producing the product or service required.

The Offeror is responsible for sending the Past Performance Questionnaire, Section J-Attachment 7 to the firm's customers in sufficient time for submission to the Contracting Office by the due date for receipt of proposals. The completed Past Performance Questionnaire shall not be submitted with the Contractor's proposal but shall be faxed directly to Alan Barclay at (949) 360-3013 from the contractor's customers.

If the Offeror has no past performance, the Offeror shall submit a certification to Alan Barclay indicating the Offeror has no past performance. The certification shall be in a separately sealed envelope clearly marked with the solicitation number and accompanied with the RFP volumes.

**Note: Past Performance shall be submitted in the Volume II for evaluation by the Past Performance Evaluation Committee. Offerors are reminded that Volume I – Technical and Management Capability Proposal and Volume II-Past Performance shall NOT contain any cost/pricing data.**

### **VOLUME III- COST/PRICE PROPOSAL**

#### **A. Price Proposal Submission**

The price proposal shall contain sufficient information to permit a detailed evaluation. The Offeror shall submit proposed **fully burdened rates** for all line items listed in Schedule B of the solicitation unless otherwise specified in Section B. The calculation of the fully burdened rates must be based on the Federal Travel Regulation rate for mileage, Collective Bargaining Agreement, and Wage Determinations (section J-Attachments 2 and 3). **All costs incurred for providing these services shall be contained in the proposed prices.** The burden of

proof for credibility of the proposed prices rests with the Offeror. There will be no other separately priced items. The price proposal volume shall be organized as follows:

1. Standard Form 33 Cover Sheet with blocks 12 through 18 completed.
2. Section B of the solicitation with all price data completed. Provide a detailed price breakdown for:
  - (a) Detention & Food Service (in accordance with PWS)
  - (b) Transportation Service (in accordance with PWS)
  - (c) Mileage Rate per size of vehicle (in accordance with PWS)

The price breakdown must include direct costs, indirect costs or overhead, general and administrative, and profit, which may be helpful in the understanding and evaluation of proposed prices.

**B. Explanation of Pricing**

This section of the Offeror’s proposal is designed to provide a narrative discussion or explanation of all Prices and “Other Than Pricing” issues requested. As long as the information contained in the “Explanation of Pricing” is related to the Price Proposal, the Offeror should feel free to provide as much narrative discussion as it feels is needed to ensure a proper understanding of the Price Proposal. The explanation of pricing is a critical part of the evaluation process and Offerors shall provide, at a minimum, a comprehensive explanation of the following:

1. Direct Labor Hour estimation and projection (man hours, staffing numbers per shift, roving guards, replacement staff, position descriptions, and hourly pay rate for direct productive labor hours only).
2. A brief discussion of company policies and procedures as they relate to overhead, profit, G&A, overtime, 2<sup>nd</sup> and 3<sup>rd</sup> shift compensation differentials, per diem, etc.
3. Fringe benefits.
4. Subcontract information.

The company’s burdened rate will form the basis for future negotiations as additional posts, Full Time Equivalents (FTEs) and transportation routes are added during the life of the contract. The proposed company burdened rate during the life of the contract should be clearly explained in the Explanation of Pricing.

**C. Direct Labor**

Direct Labor is an integral part of the prices proposed for the performance of this contract. As such, the Government requires that the Contractor present staffing matrices that reflect the Full-Time Equivalent (FTEs), hours, and the rates proposed for the personnel for the assigned positions reflected on the Collective Bargaining Agreement and wage determinations (Section J-Attachments 2 and 3) that will be assigned to the performance of the contract.

The Offeror is cautioned that the labor rates proposed will be compared to the Independent Government Price Estimated (IGCE) as part of the price realism assessment. Therefore, it is recommended, that the Offeror use category rates that represent realistic expectations of the rates that will be paid under the resultant contract.

Below is a sample of a wage breakdown table which lists the minimum information required for the burden labor rates.

Job Classification Title	Base Rate	Fringe	Total Wage	Payroll Taxes	Overhead or G&A Rate	Profit Rate	Fully Burden Wage Rate
Payroll Taxes	Percent						
FICA	%						
FUTA	%						
SUTA	%						
Workers Comp	%						

**D. Financial Capability**

Provide a narrative discussion of available financial resources for staff, personnel, equipment and supplies to support the proposed contract. Include the firm's certified financial statements, certified by an independent public accountant (prefer audited statements, however, will accept reviewed or compiled statements) for the current year and one previous year.

The Offeror must provide:

1. Evidence of availability of working/operating capital that will be used for performance of the resultant contract. Sufficient funds must be available for the salaries, equipment, equipment maintenance, services, supplies, etc., for a minimum of three months of contract performance (since payments for performance under the resulting contract will be monthly in arrears). Advance payments in this contract are not authorized.
2. Letter from your bank or other financial institution stating:
  - a. Number of years business has been conducted with the bank
  - b. Types of open accounts (savings, checking, loans, etc.)
  - c. Any and all commitments, loan guarantees, etc., in effect, the means by which the loans are secured, and if paid as stated in the agreement.
  - d. Point of contact and telephone number of the bank representative.
3. The Offeror shall submit the **most recent copy of their Dun and Bradstreet Comprehensive Report**. The Offeror's available financial resources will be reviewed based on the company financial statement and the Dun and Bradstreet Comprehensive Report (which includes an analysis of the firm's potential financial stress).

The Offeror must make arrangements with the financial institutions or other parties for the release of confirming information to the Government. The Government may also contact individuals listed in the proposal by the Offerors in order to obtain information concerning the Offerors' financial condition on referenced contracts.

All financial documentation that relates to the technical and management capability proposal shall be contained in Volume III.

**SECTION M - EVALUATION FACTORS FOR AWARD**  
**(This section will be removed upon award)**

**52.217-5 Evaluation of Options. (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

**M.1 – INTRODUCTION**

The Request for Proposal seeks to obtain detention, transportation, and food services inclusive of management, supervision, detainee welfare necessary to operate and support a contract detention facility for the El Centro Processing Center. The Government intends to acquire these services by awarding a single, competitive contract to the responsible Offeror who submits the combination of Demonstrated Technical and Management Capability, Past Performance, and Cost/Price Proposal that is determined to represent the best value to the Government.

The Government will use formal source selection procedures to conduct the acquisition. The source selection procedures involve the use of a structured process that involves a Source Selection Organization (SSO) responsible for the evaluation of the proposals and selection of a source for contract award. The Technical Evaluation Committee (TEC) is responsible for conducting a thorough and complete analysis of the technical proposal. The Business Evaluation Committee (BEC) is responsible for conducting a thorough and complete analysis of the price. The Past Performance Evaluation Committee (PPEC) is responsible for gathering past performance data and conducting a thorough and complete analysis of the past performance data gathered.

The TEC, BEC, and PPEC will submit all findings to the Source Selection Authority (SSA) for the final source selection decision. The SSA will review the findings and make the final source selection decision.

**M 2 - EVALUATION FACTORS**

**FACTOR 1 – TECHNICAL AND MANAGEMENT CAPABILITY**

**FACTOR 2 – PAST PERFORMANCE**

**FACTOR 3 – COST/PRICE**

**M 2.1 - Relative Importance of Evaluation Factors**

The solicitation provides the following information to assist the Offerors to gain a better understanding of how the Government will evaluate and consider the Offerors' proposals:

**Technical and Management Capability is more important than Past Performance. When combined, Technical and Management Capability and Past Performance are more important than Price.**

The Government reserves the right to conduct a pre-award survey on the successful Offeror for a responsibility determination.

**FACTOR 1 – TECHNICAL AND MANAGEMENT CAPABILITY**

All of the following sub-factors are relatively equal as compared to each other.

Factor 1.1 - Approach to Quality Control and Assurance

The Government will evaluate the Offeror's approach to planning and executing quality control and assurance processes throughout the life of the contract that will fully meet the standards set forth in the RFP.

Factor 1.2 - Transition Plan

The Government will evaluate the Transition Plan to determine if the plan illustrates a sound, reasonable implementation approach with realistic timeframes to ensure a timely seamless transition between the contractor and the predecessor contractor to ensure minimal disruption vital to contractor services and Government activities.

Particular consideration will be given to the Offeror's ability to recruit, train, provide the required licenses, permits and insurance, identify the priority of staffing the facility, and meet the Entry on Duty (EOD) required deadlines

for all positions. Evaluation will be conducted on the training plan to ensure the Offeror's training program and course content meet the contract requirements.

Factor 1.3 - Key Personnel

The Government will evaluate the Offeror's organizational chart and the responsibilities of the key personnel to ensure that the Offeror has a clear understanding of the contract staffing requirements. Key Personnel resumes will be evaluated based on education, knowledge, experience, and security clearance as stated in the PWS.

Factor 1.4 - Management Plan

The Government will evaluate the Management Plan to assure the Offeror's: understanding of the DRO Mission Statement and DRO responsibilities; understanding of the relevance of the DRO Mission Statement and DRO responsibilities to successful contract performance; understanding of how management differs from supervision in the context of the DRO Mission Statement and DRO responsibilities; an explanation of how the Offeror specifically plans to help DRO achieve the DRO Mission Statement and DRO responsibilities; performance measures and incentives or disincentives that demonstrate an understanding of the DRO Mission Statement and DRO responsibilities; commitment of the Offeror to the success of achieving the DRO Mission Statement and DRO responsibilities as demonstrated by the extent to which the Offeror will realistically put its profits at risk through the meaningful incentives and disincentives proposed.

Factor 1.5 - Transportation Plan

The Government will evaluate the Offeror's transportation plan to assure that the Offeror has the capability to meet the requirements based on: written comprehensive Transportation Plan including staff, vehicles, and rationale for the number of miles proposed; how the offeror specifically plans to achieve the objective; training of new and incumbent employees; licenses and permits; and insurance and vehicles.

**FACTOR 2: PAST PERFORMANCE**

The Past Performance Factor evaluation will assess the relevance and breadth of the Offeror's experience and the quality of the Offeror's past performance. The Government will determine whether the Offeror has experience that will enhance its technical and management capability to perform and whether the Offeror consistently delivers quality services in a timely and cost effective manner. In evaluating past performance, ICE will only take into consideration the relevant experience and past performance assessments from the Offeror's customers. However, ICE reserves the right to use relevant past performance information it obtains through other sources (e.g., interviews with previous clients and customers of the Contractor and/or DRO, other agency databases, such as the Contractor Performance System (CPS), Better Business Bureau (BBB), Excluded Party List System (EPLS), etc. Only recent experience **within the last five years** will be considered in this evaluation. The assessment will evaluate the following areas as a whole:

Past Performance will be evaluated in the following areas: recency and relevance of experience; corporate commitment; quality of services; timeliness of performance; and effective utilization of resources.

Note: If some of the Offeror's experience is relevant and the rest is not, only the relevant experience will be evaluated for purposes of past performance. If no experience is relevant or the experience that is relevant cannot be evaluated due to a reference's failure to respond, a rating of neutral will be assigned for past performance as defined below.

**FACTOR 3: COST/PRICE**

**Cost/Price proposals will not be scored and will not be evaluated if the technical proposal is rated as Unsatisfactory.** The Government intends to limit the cost/pricing evaluated to only those offers that reflect the technical competence necessary to accomplish the objectives of the proposed contract. Once these offers have been identified, the evaluation of the Cost/Price Proposals will be performed. The Government will conduct its cost or price analysis using one or more of the techniques specified in FAR 15.

1. Comparison of proposed process received in response to the solicitation.
2. Comparison of proposed prices with resources proposed.
3. Obtaining information/reports from outside agencies and resources as required.
4. Cost analysis.

Proposals will be evaluated for price realism, completeness, and reasonableness:

1. Realism: Prices are compatible with the proposed scope of effort and operations reflect reasonable economy and efficiency.
2. Completeness: All information/data required by the RFP has been submitted, tracks to the requirements, and support the offer.
3. Reasonableness: Prices are considered fair under current market conditions, reasonable to the Government.

**Financial Condition and Capability** – The Government will assess the financial condition of the Offeror and its financial ability to acquire and provide the necessary resources to fulfill the requirements of the contract. The Government is seeking to determine if the Offeror has available financial resources to support the contract. Upon receipt of the documentary evidence from the Offeror, the Government will investigate the authenticity and validity of the information provided by the Offeror. This information will be used to determine responsibility of the Offeror and to assess relative financial risk.

The Offeror's available financial resources will be reviewed based on the company financial statements and Dun and Bradstreet Comprehensive Report which includes an analysis of the firm's potential financial stress. The Offeror must show that it has sufficient funds available, including a minimum of three (3) months actual contract performance price since the resulting contract payments will be made in arrears. This three (3) month reserve shall be at the value of the maximum quantity under the contract (Reference Section B).

### **M 3 - EVALUATION PROCESS**

#### **M.3.1 – Unacceptable Proposals**

The Committees will perform a compliance check of the proposals received to determine conformance of the proposals to the instructions in the RFP. They will review all proposals to determine if they satisfy the minimum requirements of the RFP. Proposals found to be inadequate or in gross non-conformance with the RFP instructions (further evaluation is impossible) will be rejected and the Contracting Officer will notify the unsuccessful Offeror that their proposal will no longer be considered for further evaluation or award and will provide a debriefing if requested by the unacceptable Offeror. A proposal may be deemed unacceptable by the Contracting Officer because:

1. The proposal does not represent a reasonable initial effort to address itself to the essential requirements of the RFP, or clearly demonstrates that the Offeror does not understand all of the requirements
2. A substantial design or technical deficiency is inherent in the proposal, and sufficient correction or improvement to consider the proposal acceptable would require virtually an entirely new proposal
3. The proposal contains major technical or business deficiencies or omissions, or unreasonable costs which could not reasonably be expected to be corrected through discussions with the Offeror.

#### **M.3.2 - Basis for Award**

Source Evaluation will be conducted and selection will be made in accordance with the guidelines provided in the Federal Acquisition Regulation (FAR), Homeland Security Acquisition Manual (HSAM), Homeland Acquisition Regulation (HSAR) and the DHS Management Directives. The Source Selection personnel appointed by the Contracting Officer will evaluate each Offeror's Technical and Management Capability, Past Performance, and Cost/Price proposals. The evaluation will be based on best value principles, and award will be made to the Offeror whose proposal represents the overall best value to the Government, price and other factors considered. **The Government intends to award the contract without discussions, in accordance with FAR 52.215-1. However, the Contracting Officer reserves the option to conduct discussions if it is deemed necessary.** The Government intends to award a single Indefinite Delivery, Indefinite Quantity (IDIQ) contract with fixed unit pricing.

#### **M 3.3 - Method of Evaluation**

The determination of best value will be made by comparing the differences in the value of the Demonstrated Technical and Management Capability Factors and Past Performance and with differences in the Cost/Price proposed. Demonstrated Technical and Management Capability are more important than Past Performance. When combined, Demonstrated Technical and Management Capability and Past Performance are more important than Cost/Price. However, the Government will not make an award at a significantly higher overall cost to the Government to achieve only slightly superior technical capability. Overall cost to the Government may become the ultimate determining factor for award of the contract as proposals become more equal based on the other factors. The degree of equality between the Offerors' proposals will be measured by the quality, significance, and applicability of the superior

features proposed.

Proposals will be evaluated in accordance with the criteria set forth in the RFP to determine the Offeror’s demonstrated ability to provide the required services. Proposals must be specific and compliant with all terms and conditions of the solicitation in order to be acceptable. Any proposal failing to address all of the elements of the solicitation will be considered an indication of the Offeror’s lack of understanding, and response to, the Government’s requirements and may result negatively in overall proposal evaluation.

**M 3.4 - Scoring Instructions**

Section M provides a description of the factors that will be evaluated for each section of the proposal. Adjectival ratings will be used in evaluating the Demonstrated Technical and Management Capability Factor and Past Performance Factor. The Cost/Pricing proposal will not be scored.

**M 3.5 - Adjectival Ratings System**

The Demonstrated Technical and Management Capability Factor will be evaluated qualitatively and categorized as Outstanding, Good, Acceptable, Marginal, or Unacceptable. The following table defines these adjectives.

<i>Rating</i>	<i>Definition</i>
<b>Outstanding (O)</b>	The Contractor <i>meets and significantly exceeds</i> the requirements of the RFP. The Contractor has demonstrated that it is <i>highly proficient, knowledgeable, and experienced</i> in meeting the requirements specified.
<b>Good (G)</b>	The Contractor <i>meets or exceeds</i> the requirements of the RFP. The Contractor has demonstrated that it is <i>proficient, knowledgeable, and experienced</i> in meeting the requirements specified.
<b>Acceptable (A)</b>	The Contractor <i>meets and sometimes exceeds</i> the requirements of the RFP. The Contractor has demonstrated <i>sufficient knowledge or experience</i> in meeting the requirements specified.
<b>Marginal (M)</b>	The Contractor has <i>met</i> the minimum requirements of the RFP with some errors/deficiencies but not “many” as defined by the Unacceptable rating.
<b>Unacceptable (U)</b>	The proposal has <i>many deficiencies and/or gross omissions</i> . The Offeror <i>does not meet many</i> of the requirements of the RFP. The Contractor has <i>little or no working knowledge</i> of how to meet the requirements specified. (When applying this adjective to a proposal as a whole, the proposal must be so unacceptable in one or more areas that it would have to be significantly revised in order to attempt to make it other than unacceptable.)

The Past Performance Factor will be evaluated qualitatively and categorized as Neutral, Outstanding, Good, Marginal, or Unacceptable. The following table defines these adjectives.

<i>Rating</i>	<i>Definition</i>
<b>Neutral (N)</b>	No past performance or experience is available for evaluation. The Offeror has asserted that it has no directly related or similar relevant past performance experience. The proposal receives no merit or demerit for this factor.
<b>Outstanding (O)</b>	Based on the Offeror’s record of past performance, no issues, concerns, or risks are associated with receiving timely services and contract performance. Past performance surveys and the Offeror’s experiences indicate that the Offeror has proven its capability to exceed the requirements of the RFP.
<b>Good (G)</b>	The Offeror’s record of past performance indicates there is little or no risk associated with receiving quality products, timely services, and full contract performance. Past performance surveys and the Offeror’s experience indicate the Offeror will meet or exceed the requirements of the RFP.
<b>Acceptable (A)</b>	The Offeror’s record of past performance indicates that there is an acceptable amount of risk associated with receiving quality products, timely services, and contract performance. Past performance surveys and the Offeror’s experience indicate the Offeror has no problems meeting the requirements of the RFP.
<b>Unacceptable (U)</b>	The Offeror’s record of past performance indicates it will be unable to meet the requirements of the RFP.